

TOWN OF ACTON
P.O. Box 681
Acton, Massachusetts, 01720
Telephone (978) 263-4776
Fax (978) 266-1408

Acton Community Housing Corporation
Nancy E. Tavernier, Chair

January 5, 2002

Jim Fenton
Boxboro Town Center LLC
P.O. Box 985
West Acton, MA 01720

Dear Jim,

The Acton Community Housing Committee members met today to discuss the conceptual ideas for affordable housing development that you placed before us on December 20. We wish to thank you for considering the development of affordable housing in the town of Acton. We stand ready to work with you to create a package of development options that would respond to the overwhelming need for affordable housing.

Our goal, first and foremost, is to increase the availability of affordable housing opportunities whether rental or home ownership and regardless of family size. While our mission has focused on home ownership for moderate-income families in the past, we are open to a more diverse and flexible approach. With the exception of the Willow St. option, for reasons stated below, we would be open to the rental housing option in the three other locations you suggested.

Our initial preferences are:

- To accommodate families with a household income up to 80% of the median income for the Boston area. Depending on the family size, this household income range would be currently up to \$50,200. We would hope 1 or 2 units, out of the total you are considering, could be 3 bedrooms.
- To use the current state housing income guidelines (MA DHCD) for each tenant or owner for the lifetime of the covenant.
- To maintain the housing units as affordable for 50 years with deed restrictions or covenants.
- For the affordable units to be accepted by DHCD as eligible to count toward the town's 10% housing stock requirement.
- For the Town to oversee the affordable units through the annual certification process required by the state to assure continuing compliance with the state guidelines.

Here are our specific thoughts on the 4 locations that you are considering:

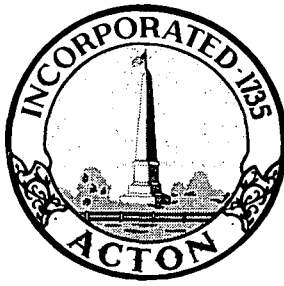
- Willow St. - We would agree that a 4-unit Town house development, with 2 units for affordable housing, would be an acceptable concept. We would recommend this option to the Board of Selectmen. We would support the development of this site through the use of a comprehensive permit. Because this is a town-owned resource that is being given up, we believe an ownership arrangement for at least the 2 affordable units would make the most sense politically.
- Main St. - We have concerns about potential environmental obstacles at this location but would support the proposed 12-unit development in a rental arrangement should permits be obtained.
- Parker St. - The perception in this locale is that there is an overabundance of rental housing but the reality is that the majority of units on Parker St. are condos. We have no strong preference for either rental or ownership.
- Over 55 on 2A - We think it would make sense for this to be a rental property since it might be difficult for the affordable units, if ownership, to meet the requirement that owners had not owned property for the previous 3 years, especially if it is marketed as a down-sizing option.

We look forward to meeting with you as these concepts become better delineated. We would be very interested in visiting the model apartment at Railroad St. when it is finished. We would also be willing to help you access any of the state funding programs for developments with affordable units.

Thank you again for your willingness to consider affordable housing options. Please contact Betty McManus when you are interested in returning to ACHC with more details.

Sincerely,

Nancy Tavernier, Chair
ACHC



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Acton Community Housing Corporation
Nancy E. Tavernier, Chair

July 28, 2003

Dear Resident:

The Acton Community Housing Corporation (ACHC) would like to invite you to a Public Information Meeting to be held on Monday, August 18 at 7:30PM in the Acton Memorial Library Meeting Room. The ACHC is a Selectmen-appointed board charged with facilitating affordable housing opportunities for moderate-income families.

The purpose of this Information Meeting is to present preliminary plans for Ellsworth Village, which is proposed as a sixty unit, age restricted (55+) condominium development located behind Acton Toyota on Great Rd. with access from the end of Braebrook Road. Twenty-five percent of the units will be sold to residents with household incomes up to 80% of the area median income and will be counted toward the Town's goal of 10% Affordable Housing.

Abutters, town board members, and the general public are invited to attend the meeting to receive information from the developer Jim Fenton of Acton. He and his consultant Mark O'Hagan will display the site plan, an architectural rendering of the buildings, floor plans and will answer questions from the audience.

The parcel in question is zoned residential and is in an affordable housing overlay district as part of the Acton Zoning Bylaw. The Ellsworth Village units are proposed to be townhouse design, each with a one-car garage and basement. They will be placed in a mix of building sizes with 2-4 units per building. The floor plan allows for one floor living, with a bedroom and bath on the ground floor and a bedroom/den and bath located on the second floor.

This meeting is an early step in the process for the development to seek approval from the Zoning Board of Appeals. The final plan will be filed with the Town sometime in the Fall. This gives the public early notification about a new housing opportunity for both market rate and affordable housing units.

The ACHC hopes residents will take this opportunity to become informed about this development and to participate in the deliberative process as Ellsworth Village winds its way through the Town permitting process.

Sincerely,

Nancy E. Tavernier, Chair
Acton Community Housing Corporation

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

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TO: Planning Board
FROM: Acton Community Housing Corporation
SUBJECT: Ellsworth Village comments
DATE: January 13, 2004

The Acton Community Housing Corporation has reviewed the application and plans for the proposed Ellsworth Village Senior Resident Special Permit and has the following comments:

1. Under the Senior Residence zoning, the developer is required to provide 10% of the 33 units to be sold to income eligible households. The required number of affordable units would be 3.3. The zoning bylaw allows that number to be rounded down to 3. If this were a Chapter 40B development, the DHCD would require the 3.3 to be rounded up to 4 units. We are not advocating for 4 units but wish to point out this inconsistency between the local and state rules.

2. In order for the 3 affordable units to be counted toward the Town's 10% affordable units, they must be certified by the DHCD. We assume the developer will apply to DHCD under the Local Initiative Program (LIP) for the affordable units only and will meet all the requirements such as deed restrictions, regulatory agreements, marketing plans, and affordability analysis for eligible buyers.

3. If the developer intends to use the LIP Elderly Exception program, as described in the LIP Guidelines published in February 2003, the eligible buyers must meet the following:

Elderly Exception: (Appendix D)

The primary reason for the elderly exception is that elderly households typically live on fixed incomes, which are eroded by inflation.

1. Applicants will be reviewed on a case-by-case basis.

a. The Elderly Exception to the first-time homebuyer applies only when **everybody in the household is over the age of 62**

b. If any member of the household is under the age of 62, then the household must qualify under rules that apply to normal households.

2. *The elderly need not be first-time homebuyers if a presently owned home will be sold to create income to provide a down payment and/or to pay monthly rent or mortgage costs.*

3. *The requirement of a minimum mortgage of 50% does not apply to the elderly; the LIP unit may be bought with cash.*

4. *The elderly must meet the \$50,000 asset test. That is, the cash value of retirement accounts, savings accounts, mutual funds, insurance, etc. will be considered as assets. However, if the equity from the sale of a home will be applied to the purchase price of the LIP unit, then the excess not applied, up to a maximum amount of \$100,000, will not be considered an asset, though interest from this excess will be imputed at the passbook rate established by HUD and considered as income.*

5. *The elderly must meet income eligibility requirements. DHCD will include, as income, income from assets such as retirement accounts, savings accounts, mutual funds, insurance, etc., as well as more typical sources of income.*

4. The affordable units are described as 1622 square feet with 2 bedrooms. The design of the units is acceptable to the ACHC. All units are restricted to a maximum household of 2. At least one of the occupants must be 55 or older and both must be 62 if the Elderly Exception is used.

5. Two of the units will be sold to qualifying households with a maximum of 80% of the Area Median Income; one unit will be sold to a household at 70% of the A.M.I.

6. Local Preference should be given to buyers of 70% (2) of the units. The criteria that are acceptable to the ACHC are the following, which is adapted for the elderly aspect of the project:

To the maximum extent permitted by law, first preference for the purchase of two of the three Affordable Units shall be given to households that meet one or more of the following "Acton Connection" preference criteria:

(a) At least one member of the household is currently a legal resident of the Town of Acton. For purposes of the Lottery, a person shall be deemed a resident if that person has been registered as an Acton resident with the Acton Town Clerk pursuant to G.L. c. 51, §4 and would be considered a resident under the United States Census Bureau's residency guidelines.¹

¹ Usual residence has been defined as the place where the person lives and sleeps most of the time. This place is not necessarily the same as the person's voting residence or legal residence. Also, non-citizens who are living in the United States are included, regardless of their immigration status.

(b) At least one member of the household is an adult child, sibling, or parent of a current Acton resident.

(c) at least one member of the household is an employee of the Town of Acton, the Acton Public Schools, the Acton-Boxborough Regional School District, or the Acton Water District, and has been an employee for a period of at least six months at the time of the Affordable Unit lottery application deadline.

(d) at least one member of the household is currently privately or publicly employed within the Town of Acton and has been so employed for a period of at least six months at the time of the Affordable Unit lottery application deadline.

7. We applaud the intention of the developer to provide sidewalks on Brabrook and other traffic mitigation measures and also a pedestrian path to the Brookside Mall.

8. ACHC needs to have the following issues relating to Monitoring Agent clarified:

a. ACHC recommends the Town be the designated Monitoring Agent with the expectation that the Planning Board will either perform these duties or would delegate them to the ACHC.

b. 1% of selling price for a Monitoring Agent fee for Resales is too low since the Town will be required to hire a consultant to market the unit for resale. The traditional fee is 3%. The 180 day period for the Town to find a buyer during a Resale is proper.

c. We assume the developer will fully fund a consultant and related expenses for the lottery required for the initial sales of the 3 affordable units. The ACHC would expect to give oversight to the Lottery process and would certify the buyers as income eligible if so requested by the Planning Board.

d. Assuming (c) above, the ACHC would suggest the Monitoring Agent fee be set at \$500 to cover the expenses of overseeing the lottery by the Town.

9. ACHC is pleased to see language that would not prohibit the rental of these units in the event the Town or the Acton Housing Authority decided to purchase a unit to use for a rental program. We want that language retained.

10. ACHC notes that the Regulatory Agreement and Deed Rider contain the required language about the percentage of ownership of the common areas being based on the initial selling price that applies to the monthly condo fees for the affordable units which will be appropriately reduced.

11. ACHC notes that the distribution of the affordable units in the development is not delineated. We assume the affordable units will be in the 3-unit buildings but we request they be scattered among those buildings and that they only include a maximum of 2 interior units. We do not want the units grouped together.

DHCD
approves
2.5% on
buyer



Planning Board

TOWN OF ACTON
472 Main Street
Acton, Massachusetts 01720
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DECISION

05-01

Ellsworth Village

Senior Residence Special Permit
April 26, 2005

GRANTED with CONDITIONS

Decision of the Acton Planning Board (hereinafter the Board) on the application of Ellsworth Village, LLC (hereinafter the Applicant) for property in Acton, Massachusetts, owned by: Robert R. Moran & Richard B. Warren, Trustees, 125-135 Great Rd. Realty Trust, 171 Great Road, Acton, MA 01720; James D. Fenton, 3 Milbery Lane, Acton, MA 01720; and Michael J. Jeanson, 12 Kennedy Lane, Acton, MA 01720.

The property is located in the rear of 133 Great Road and off the end of Brabrook Road in Acton, and consists of portions of parcels shown on the 2004 Acton Town Atlas map F-4 as parcel 69, and map F-5 as parcel 40 (hereinafter the Site).

Need info
This Decision is in response to an application for a Senior Residence special permit, received by the Acton Planning Department on December 1, 2004, pursuant to Section 9B of the Acton Zoning Bylaw (hereinafter the Bylaw) and the Rules and Regulations for Senior Residence special permits (hereinafter the Rules).

The Applicant presented the subject matter of the special permit to the Board at a duly noticed public hearing on January 25, 2005. Mr. George Dimakarakos of the engineering firm Stamski and McNary, Inc. represented the Applicant. The hearing was continued to February 22, 2005, March 22, 2005 (without presentations, discussions, or deliberations), and April 12, 2004, and then closed. Board members Lauren S. Rosenzweig (Chairman), Gregory E. Niemyski (Vice Chairman), Ruth M. Martin, Stacy S. Rogers, Christopher R. Schaffner, and associate Edmund R. Starzec were present throughout the hearing. The Chairman designated Mr. Starzec to sit on the Board to act on this application pursuant to section 10.3.9 of the Bylaw. The minutes of the hearing and submissions on which this decision is based upon may be referred to in the Planning Department or the Town Clerk's office at the Acton Town Hall.

1 EXHIBITS

Submitted for the Board's deliberation were the following exhibits:

- 1.1 A plan entitled "Senior Residence Special Permit Plan for Ellsworth Village, Brabrook Road, Acton, Massachusetts" dated November 19, 2004, last revised on March 1, 2005, drawn by Stamski and McNary, Inc., 80 Harris Street, Acton, MA 01720, consisting of ten sheets.
- 1.2 Supplemental items and documentation required by the Rules consisting of:
 - A properly executed Application for a Senior Residence Special Permit, dated 11/23/04.

- Filing fee.
 - A completed Development Impact Report, form DIR.
 - Certified abutters list.
 - Use description.
 - Draft master deed and bylaws for the Ellsworth Village Condominium containing age restrictions; and descriptions and restrictions for the common land, last revised 4/7/05.
 - Documents, last revised 4/7/05, related to the affordable dwelling units including a written statement; draft deed restrictions, deed rider, and regulatory and monitoring agreements; development pro-forma; description of the criteria and process for the selection of affordable unit buyers; schedule for the construction of the affordable units; tabulation of affordable and market rate unit types; developer information.
 - Copies of deed and plans of record.
 - Drainage, earth removal, and water balance calculations.
 - Traffic impact study.
 - Architectural floor and elevation plans.
- 1.3 Additional information submitted by the Applicant:
- Conceptual pathway plan over abutting Town land to Brookside Shops, 145 Great Rd.
 - Letter from Robert R. Moran regarding his exploration for access from Great Road with Mr. Al Frizzel, owner of the apartments at 121 Great Road, received on 2/18/05.
 - Conceptual access plan for access via 121 Great Road, dated 1/31/05.
 - A sketch of potential impact of access via 133 Great Road, received on 2/18/05.
 - Letter from Stamski and McNary, Inc, accompanying the revised plan submission, dated 3/10/05, including a revised use description and supplemental data in support of the storm sewer design.
 - Cover letter from D'Agostine, Levine, Parra & Netburn, P.C., dated 4/7/05, for revised condominium documents, and the affordable housing monitoring agreement.
 - Correspondence from Acton Water District Manager to project engineer, dated 4/11/05.
- 1.4 Interdepartmental communication received from:
- Acton Building Commissioner, dated 12/27/04 with attachments, and 3/17/05;
 - Acton Community Housing Corporation, dated 1/13/05;
 - Acton Engineering Administrator, dated 1/21/05 and 3/28/05;
 - Acton Finance Director's office, dated 12/14/04;
 - Acton Fire Chief, dated 1/20/05 and 4/11/05;
 - Acton Health Director, dated 12/16/04;
 - Acton Historical Commission, dated 12/8/04;
 - Acton Municipal Properties Dir. & Tree Warden, dated 12/15/04 and 3/16/05;
 - Acton Town Planner, dated 1/21/05 with attachments, 2/17/05, and 4/7/05;
 - Acton Police Chief Frank Widmayer, dated 2/25/05;
 - Acton Transportation Advisory Committee, dated 1/13/05.
- 1.5 Correspondence received from abutters and nearby residents:
- Mr. Chip Chapin, 4 Brabrook Rd., dated 2/24/05 and 4/4/04, both with attachments.
 - Mr. Tom Lemire, 5 Brabrook Rd, dated 4/8/05.
 - Mr. Ed Vrablik, 11 Brabrook Road, dated 2/13/05, and 2/28/05.
- 1.6 Other:
- Various e-mail correspondence between Town Counsel Stephen Anderson, Town Planner, and the Applicant's legal counsel between 9/30/04 and 3/18/05.
 - E-mail from Town Planner to Mr. Dimakarakos of Stamski & McNary, dated 10/29/04.

- Documents of record relating to the status of Brabrook Road as a public way and additional record plans for the area in the vicinity of the Site.
- Letter from Town Counsel to the Acton Building Commissioner, dated 6/11/1998.
- Letter from Town Counsel to the Engineering Department, dated 3/16/1983.
- Ellsworth Village Housing Starts Program Application to MassHousing, dated 6/10/03.
- MassHousing "Site Approval" letter, dated 9/22/03.
- Miscellaneous correspondences, plans, and aerials, dated in 2003, relative a to potential Comprehensive Permit project on the Site.
- Letter from Stamski and McNary, Inc., dated 9/10/04, with three alternative conceptual site plans attached.
- Hearing and decision extension agreement dated 3/22/05.

Exhibits 1.1 through 1.3 are referred to herein as the Plan.

2 FINDINGS AND CONCLUSIONS

Based upon its review of the exhibits and the record of the proceedings the Board finds and concludes that:

- 2.1 The Site is located within the Residence 8 zoning district, the Affordable Housing Overlay District B, and the Groundwater Protection District Zone 4.
- 2.2 The proposed use, Senior Residence housing, is allowed on the Site by special permit in accordance with the Bylaw section 9B.
- 2.3 The Plan shows a 33-unit Senior Residence development with a common septic system on a parcel containing +/-8.31 acres of land. The resulting density of 3.97 units per acre meets the standards of section 9B.
- 2.4 The Applicant proposes that the required common land remains in private condominium ownership. The common land provides open space benefits to the future residents and the nearby neighborhood but has no town-wide significance.
- 2.5 Three of the dwelling units are proposed as affordable in accordance with the provisions of the Bylaw, section 9B.12. To adequately meet the needs of low- and moderate income households, it is important that affordable units come in a range of prices and sizes. M.G.L. Ch. 40B sets a 10% affordable housing goal for every community in the Commonwealth. This decision intends to ensure that the three affordable units count and meet local needs.
- 2.6 Brabrook Road leads through a residential neighborhood of +/-10 single-family homes. A side street, Flagg Road, has 8, or so, homes on it. Brabrook Road is a public way that currently ends in a temporary turnaround with an easement on the lot at 11 Brabrook Road. The public street easement continues for +/-260 feet in an unimproved state.
- 2.7 The Brabrook and Flagg Roads homes currently use wells for their domestic water supply.
- 2.8 The Plan shows an extension of Brabrook Road as a public way within the public street easement for primary access to the Site, and the removal of the temporary turnaround. A new suitable turnaround is proposed at the new end of Brabrook Road.
- 2.9 The Plan shows improvements over the entire length of Brabrook Road including the installation of a sidewalk and water main.
- 2.10 Ellsworth Village Road does not conform to the standards of the Acton Subdivision Rules and is proposed as private way.
- 2.11 An emergency access will be provided from Great Road over lot 1C (133 Great Road), which also provides convenient pedestrian access to shops and businesses on Great Road.

The Plan shows pedestrian access to East Acton Village via the end of the Brabrook Road layout and connecting with a sidewalk on the abutting commercial property, and a pedestrian walk will lead to the Town-owned land that abuts the Site in the northwest. Thus, the project provides ample potential for walking to nearby shops and services, between neighborhoods, and to future Town recreation facilities, and thus could reduce automobile travel in the immediate area. To turn their potential into opportunity, the pedestrian connections need to be secured with easements that allow their general public use on foot.

- 2.12 The Plan shows the removal of several trees and an embankment in the shoulder of Pope Road for sight distance improvements at the Pope Road / Brabrook Road intersection. Pope Road is a designated scenic road under Chapter J of the Town Bylaws which regulates the removal of street trees in scenic roads.
- 2.13 The proposed construction work on the site and in the adjacent public ways may require blasting. Recent findings show that toxic perchlorate compounds used in blasting are stable in the ground and resurface in nearby drinking water supply wells. The risk has been identified but neither the State nor the Federal Government appear to have regulations on safety standards or exposure limits, yet.
- 2.14 The Applicant had proposed a +/-750-foot long emergency access road or pathway from the Site to Brookside Shops via Town-owned land. This road is not feasible as proposed and therefore not required. The Board finds that within reasonable cost limits the resources for the pathway should be diverted to providing public water service on Flagg Road.
- 2.15 The Applicant requested no waivers from the Rules.
- 2.16 The Board has received comments from various Town departments and other parties, which are listed in Exhibits 1.4 through 1.6 above. The Board considered these comments and comments received at the public hearing. The Board considered these comments in its deliberations, made them available to the Applicant, and incorporated them into this decision as the Board deemed appropriate.
- 2.17 The Plan as amended herein and the proposed uses as approved herein are appropriate for the Site; consistent with the Master Plan; in harmony with the purpose and intent of the Bylaw, specifically Section 9B; comply in all respects to the applicable requirements of the Bylaw and the Rules, and will not be detrimental or injurious to the neighborhood. After considering several alternatives, the Board finds that granting this special permit protects and enhances Acton's New England character, its environmental and historic resources, and scenic vistas; provides common land that benefits the Town, abutters, and the future residents in the proposed development; provides quality housing for seniors with a range of incomes and physical abilities; provides for the safety of vehicular movement, and for the safety and convenience of pedestrians in a manner that is compatible with the Town's New England character and the needs of seniors.

3 BOARD ACTION

Therefore, the Board voted on April 26, 2005 – five in favor, one opposed – to GRANT the requested special permit subject to and with the benefit of the following Plan modifications, conditions, and limitations.

3.1 PLAN MODIFICATIONS

No building permit shall be issued before the endorsement of the Plan as modified and approved hereunder. Before the endorsement of Plan and before any construction activity begins on the Site, the Plan shall be revised to include the following additional, corrected, or modified information.

Except where otherwise provided, all such information shall be subject to the approval of the Planning Board or its designee.

Brabrook, Flagg, and Pope Roads

- 3.1.1 Provide a Professional Engineer's analysis in accordance with MUTCD, section 2B.05 to determine if traffic or street conditions warrant the installation of the proposed stop sign and stop line on Brabrook Road at Pope Road. If not warranted, remove it from the Plan.
- 3.1.2 Add an advanced pedestrian crossing sign on the southbound side of Pope Road north of the Brabrook Road intersection. The exact location shall be determined in consultation with the Engineering Department.
- 3.1.3 For the work on Brabrook Road, specify a sloped granite curb at the Pope Road rounding and around the neck-down opposite Flagg Road as specified in the Acton Subdivision Rules, section 9.5.2, and the pavement & sloped granite edging detail on Plan sheet 6.
- 3.1.4 On Plan sheet 5 – cross section STA -1+24.65 to 0+52, specify a minimum sidewalk width to 4 feet free of obstructions.
- 3.1.5 With reference to sheet 5 - cross section STA -1+24.65 to 0+52, add a construction detail and specifications for mounting the guardrail to the pre-cast modular retaining wall, or on the alternate block retaining wall if it is used.
- 3.1.6 Add Plan drawings and specifications for a water main over the entire length of Flagg Road, subject to the conditions and qualifications stated under Conditions below.
- 3.1.7 Add a construction detail and/or note that specify that trenches and new pavement joints in all public ways shall be patched using the "grind and inlay method" subject to more detailed specifications to be obtained from the Acton Engineering Department.

Documents

- 3.1.8 Submit a signed authorization for the Town to enter and complete the improvements. (Rules, s. 3.10).
- 3.1.9 Submit a list of current mortgage holders, if any (Rules, s. 3.11).
- 3.1.10 Submit a signed fee retainer statement for parcel 1D-2, as outlined in the Acton Subdivision Rules, section 5.2.7.
- 3.1.11 Submit drafts for permanent easements from the owner of lot 1C (133 Great Road) for the benefit of Ellsworth Village Condominium for:
 - The emergency vehicle access over lot 1C as shown on the Plan; and
 - The drainage easement shown on the Plan.
- 3.1.12 Separately, submit drafts for permanent easements from the owner of lot 1C (133 Great Road) and the Applicant for the benefit of the Town of Acton for purposes of:
 - Emergency vehicle access between Brabrook Road and Great Road via Ellsworth Village Road and the emergency access over lot 1C; and
 - Public pedestrian access between Brabrook Road and Great Road via Ellsworth Village Road and the emergency access over lot 1C, and between Brabrook Road and the Town-owned land abutting the Site in the Northwest via Ellsworth Village Road.
- 3.1.13 Add to the Ellsworth Village Condominium Master Deed and Bylaws appropriate provisions for the condominium's responsibility to mow, plow, and otherwise maintain in a safe walkable condition the emergency access over lot 1C and the "Walkway to Property Line" between Ellsworth Village Road and the boundary of the abutting Town-owned land.

- 3.1.14 Add in conspicuous locations of to the Ellsworth Village Condominium Master Deed and Bylaws that all uses of the land in Ellsworth Village shall comply with the Town of Acton zoning bylaw and this Senior Residence Special Permit.

Affordable Dwelling Units – Documents

- 3.1.15 In the condominium master deed and all legal documents related to the affordable units, specify which unit numbers will be the designated affordable units. Note, that the Board under conditions below is requesting an upgrade/relocation of one of the affordable units.
- 3.1.16 In the condominium master deed and all legal documents related to the affordable units, specify that the affordable units shall be sold to income eligible persons or households that meet the age restrictions of the master deed.
- 3.1.17 In the condominium master deed specify the percentage in ownership of the affordable units in the condominium reflecting the units' restricted sale and re-sale prices, and specify that the condominium fees shall be assessed proportionately to the units' percentage in ownership. Accordingly, votes in the decisions of the condominium association shall also be based on the percentage in ownership.
- 3.1.18 In the condominium master deed and all legal documents related to the affordable units, specify the local preference criteria for the sale and re-sale of the affordable units in accordance with section 9B.12.7 of the Bylaw, which the Acton Community Housing Corporation may be further defined from time to time.

Miscellaneous

- 3.1.19 On the Record Plan sheet, correct the ownership designation for the Town-owned parcel.
- 3.1.20 Provide detailed sub – and total area calculations for the common land and the wetlands and drainage facilities within it, to prove beyond reasonable doubt that the common land meets the area requirement of the Bylaw. If necessary, make Plan adjustments to comply.
- 3.1.21 Modify the landscape Plan sheet to show evergreen screening in the rear of units 16, 17, and 18 as the Applicant had indicated during the public hearing.
- 3.1.22 Remove from all Plan sheets the water line that runs from the cul-de-sac easterly across open space easement A to the Site boundary.
- 3.1.23 Relocate the proposed "Walkway to Property Line" to a place nearest to the southerly corner of the abutting Town of Acton land, such as between units 27 and 28. Specify that it shall be constructed with a paved surface. Add a cross section for this walkway, generally equivalent to the typical sidewalk cross section on Plan sheet 6.
- 3.1.24 On Plan sheet 6 - pavement & sloped granite edging detail, change curb reveal to 6 inches.
- 3.1.25 Remove the stop sign and pavement markings at the end of Ellsworth Village.
- 3.1.26 On Plan sheet 4 correct note 1 to reference parcel 1D-1 instead of 1D.
- 3.1.27 Add construction specifications and a cross section for the emergency access. It shall be at least 18 feet wide, including gates (see detail on Plan sheet 7). Its surface shall be finished with grass pavers. Add signage as may be required by the Acton Fire Chief.
- 3.1.28 Add as general notes on Plan sheet 7 the construction activities restrictions stated in section 3.3.1, under Conditions, below.
- 3.1.29 The Plan shall be modified to comply in all respects with the Bylaw. Unless directed otherwise by this decision, the Plan shall also be modified to comply with all requirements of the Rules, and to address all departmental comments received by the Board in a manner that resolves any concerns raised therein to the satisfaction of the Board.

3.2 CONDITIONS

The following conditions shall be binding on the Applicant and its successors and assigns. Failure to adhere to these conditions shall render this special permit null and void, without force and effect, and shall constitute grounds for the revocation of this special permit, and of any building or occupancy permit issued hereunder. The Town of Acton may elect to enforce compliance with this special permit using any and all powers available to it under the law.

Restrictions on Construction Activities

3.2.1 The following restrictions on construction activities shall apply:

- Construction for all work shown on the Plan shall be limited to the hours between 7:00 AM and 5:00 PM Monday through Friday. Work on the Site itself, but not in any public way, may also be conducted between 9:00 AM and 4:00 PM on weekends.
- Blasting, if necessary, shall be limited to the hours between 9:00AM and 5:00 PM Monday through Friday.
- Construction and contractor vehicle access to the Site shall be restricted to the emergency access route via 133 Great Road shown on the Plan. Construction and contractor vehicle access via Brabrook Road shall be prohibited, except for work actually performed on Brabrook, Flagg, and Pope Roads as approved hereunder and except for extra large vehicles that cannot safely negotiate the access from Great Road.

Performance Guarantee

3.2.2 Prior to the endorsement of the Plan, the Applicant shall provide the Board with a performance guarantee pursuant to section 6 of the Acton Subdivision Rules to secure the construction of Ellsworth Village Road, the improvements in Brabrook Road, Flagg Road, and Pope Road, the pedestrian facilities, the emergency access, and all appurtenances thereto, all as shown on the approved Plan, and the conveyances to the Town required herein. If the performance guarantee is first provided as a restrictive covenant, the Applicant shall provide a monetary performance guarantee under said section 6 for all improvements within Brabrook, Flagg, and Pope Roads before beginning any work there. The Board reserves the right to require additional performance guarantees or to further specify their form for any and all items and improvements shown on the Plan.

Brabrook, Flagg, and Pope Roads

- 3.2.3 Before any work shall begin in any public way, the Applicant shall obtain a permit for construction within a public way from the Acton Engineering Department and coordinate the timing of the work with the Acton Highway Department.
- 3.2.4 All work in public ways shall comply with the Town of Acton "Specifications for Regulating Construction within Public Ways", except as otherwise specified or approved herein.
- 3.2.5 The Applicant shall keep residents on Brabrook and Flagg Roads informed of the construction schedule for work in these streets, and of any changes that may occur.
- 3.2.6 Before removal of any public shade trees within Pope Road for purposes of improving sight distance, follow the procedures for posting, notification, and hearing as specified in Chapter J (Scenic Road Bylaw) of the Town of Acton Bylaws.
- 3.2.7 Upon completion of all work, and prior to the release of the last \$100,000 of performance guarantee, the Applicant shall donate to the Town all the improvements he has made in Brabrook Road and in parcel 1D-2 (except water and utility lines) along with proof that any mechanics liens for such work have been released.

- 3.2.8 The responsibility for plowing and maintaining the improvements in Brabrook Road extension shall be that of the Applicant until such time as they are completed to the satisfaction of the Town and formally conveyed to the Town, including parcel 1D-2. Following its acceptance of the streets, the Town's maintenance responsibilities will follow standard procedures for Town streets and ways and shall be limited to the improvements located within the street layouts and associated with their function as a street, and to any improvements associated with street drainage located within designated utility easements. The maintenance of all private utilities and services located within or outside the street layout or said easements and of any private drainage facilities feeding into drainage structures within the street layouts or easements shall not be the responsibility of the Town.

Affordable Dwelling Units ✕

- 3.2.9 Units 11, 17, and 22 as shown on the Plan shall be the designated affordable units as shown on the Plan. However, the Board requests that the Applicant consider favorably exchanging unit 11 for one of the larger market-rate duplex units.
- 3.2.10 Two of the affordable units shall be sold and resold to qualified persons or households with incomes at or below 80% of the Boston Area Median Income for two-person households, and one unit shall be sold and resold to age qualified persons or households with incomes at or below 70% of the Boston Area Median Income, at prices that allow these income groups to purchase the units in accordance with the Department's of Housing and Communities Development (DHCD) Local Initiative Program (LIP) guidelines and to qualify these affordable units a part of Acton's affordable housing stock under M.G.L. Ch. 40B.
- 3.2.11 The affordable units shall be sold and re-sold in accordance with the local preference criteria of the Bylaw, section 9B.12.7, which the Acton Community Housing Corporation (ACHC) may further define from time to time.
- 3.2.12 The affordability restrictions for the three designated affordable units shall remain in effect in perpetuity except in the event that at the time of resale no qualified buyer can be located within 180 days after a unit is first marketed, or such extended time as the seller and the monitoring agent may agree to. In such an event the conditions of the regulatory agreement for the unit shall take effect and any proceeds of the sale of the unit in excess of the restricted sale price shall be paid to the Town of Acton for purposes of supporting other affordable housing initiatives in Acton.
- 3.2.13 The Board hereby names the Town of Acton or its designee, the ACHC, as the monitoring agent for the sale and resale of the Site's affordable units on the Site.
- 3.2.14 All draft legal documents and restrictions concerning the affordable dwelling units may be further modified to ensure compliance with the Department's of Housing and Communities Development (DHCD) Local Initiative Program (LIP) guidelines and to qualify these affordable units a part of Acton's affordable housing stock under M.G.L. Ch. 40B. Such changes, if any, shall be made only under the direction and subject to the approval of the ACHC, which the Board hereby names as its designee in this matter.

Hotline

- 3.2.15 The Applicant shall establish a construction telephone hotline and inform all parties in interest within the Town of Acton (as specified in the Rules) and all residents on Brabrook and Flagg Roads of the hotline number to call for questions, concerns, and complaints. The applicant shall reply to such inquiries within a reasonable time.

Ellsworth Village Road – Private Way Restriction

- 3.2.16 Ellsworth Village Road shall remain a private way. The Ellsworth Village Condominium and the owners of units 1 through 33 shall be jointly responsible for plowing, sweeping, and

otherwise maintaining Ellsworth Village Road, including all related infrastructure. The Ellsworth Village Condominium or the owners of units 1 through 33 shall not petition the Town to plow, sweep, or maintain Ellsworth Village Road and shall not petition the Town for acceptance of Ellsworth Village Road as a public way.

Accessibility

- 3.2.17 All dwelling units shall be built to be adaptable with only minor structural changes for persons with disabilities to meet the requirements for Group 2B residences as set forth in the Massachusetts Building Code, 521 CMR, as amended.

Blasting

- 3.2.18 If blasting is required for any of the work shown on the approved Plan, the applicant shall strictly follow the regulations and instructions of the Acton Fire Department.
- 3.2.19 If perchlorate compounds will be used in the blasting process, the Applicant shall offer all immediate abutters of the Site, and, in the event that blasting is required on Brabrook, Flagg, and Pope Roads, all residents on Brabrook and Flagg Roads and residents abutting the blasting location on Pope Road, a pre-blasting screening of their domestic well water for ammonium perchlorate and other perchlorate compounds. Prior to conducting the blasting, the Applicant shall pay each such abutter or resident who agreed to a pre-blasting test, the cost of a post-blasting test which they may conduct at the time of their choosing. The post-blasting payment is waived for any abutter who ties into the newly installed water main.
- 3.2.20 If perchlorate compounds will be used for blasting work in Brabrook, Flagg, and Pope Roads, the insurance requirements in the "Specifications for Regulating Construction within Public Ways" shall be expanded to indemnify the Town for a period not less than 10 years against claims for injury, death, or property damage due to any perchlorate contamination of domestic water supply wells that may result from the blasting activity.

Common Land

- 3.2.21 All common land areas shall remain in their natural state and remain undisturbed during and after construction except as shown on the Plan.
- 3.2.22 The common land shown on the Plan and approved hereunder, including any portion that exceeds minimum zoning requirements, shall not be reduced in area.
- 3.2.23 No portion of the common land shown on the Plan and approved hereunder, including any portion in excess of minimum zoning requirements, shall be used to meet area, setback, or any other zoning requirements for any other development or improvement not shown on the Plan, specifically, it shall not be used to support additional dwelling units or house lots.

Recording of Plans and Documents

- 3.2.24 This Decision, Plan sheets 1 and 2 (general site layout/master plan and record plan), and the emergency access and drainage easements benefiting the Ellsworth Village Condominium as required herein shall be recorded at the Middlesex South District Registry of Deeds or the Land Court prior to the issuance of a building permit on the Site.

Streets and Easements to the Town

- 3.2.25 In all conveyances, the Applicant shall retain the right to convey to the Town of Acton the emergency and public pedestrian access easements as specified herein, and parcel 1D-2.
- 3.2.26 Upon completion of all work, and before release of the last \$100,000 of performance guarantee, the Applicant shall offer the Town of Acton for acceptance by Town Meeting parcel 1D-2 for street purposes and the emergency and public pedestrian easements required herein.

Miscellaneous

- 3.2.27 The proposed pathway from the Site to Brookside Shops on Town-owned land, or any variation thereof, shall not be constructed.
- 3.2.28 Instead, and subject to the approval by the Acton Water District and the issuance of a Town of Acton permit for construction in a public way, the applicant shall install a water main on Flagg Road. The Board reserves the right to waive this requirement without further public notice, if the Applicant can prove to the Board's reasonable satisfaction that the cost of the water main installation on Flagg Road exceeds the cost of the pathway to Brookside Shops as proposed by a factor of 1.25. Pavement patching of the trench shall follow the "grind and inlay method" required under section 3.1.7 above.
- 3.2.29 All outdoor lighting installations on the Site shall comply with the standards set forth in section 10.6.2 of the Bylaw.
- 3.2.30 No work on the Site shall begin prior to the endorsement of the Plan.
- 3.2.31 The Applicant shall be diligent in complying with the erosion and sediment control plan. The Applicant shall not cause or permit the runoff of water or erosion that results in the flooding or siltation of any street, way, or drainage facility owned or maintained by the Town. If such runoff or erosion occurs, the Building Commissioner may order the immediate cessation of any excavation, construction and building activities until the conditions that caused the runoff or erosion have been corrected.
- 3.2.32 The installation of the common septic system shall be made in compliance with Acton Board of Health requirements.
- 3.2.33 All water service lines shall be installed in accordance with the specifications of the Acton Water Supply District.
- 3.2.34 All work on the Site shall be performed in compliance with the applicable law and regulations protecting wetlands and wildlife habitat in the Town of Acton.
- 3.2.35 The number of dwelling units on the Site shall not be increased above the number shown on the Plan and approved hereunder.
- 3.2.36 All work on the Site shall comply with the terms of this special permit and shall conform with and be limited to the improvements shown on the Plan as modified herein.
- 3.2.37 Upon completion of all work, submit to the Board an as-built plan and a Professional Engineer's certification that all work and construction was executed in compliance with the approved Plan.
- 3.2.38 If applicable, all taxes, and penalties and back charges resulting from the non-payment of taxes, shall be paid in full prior to issuance of a building permit.

3.4 LIMITATIONS

The scope of this special permit is limited as follows:

- 3.4.1 The foregoing required modifications and conditions have been stated for the purpose of emphasizing their importance, but are not intended to be all inclusive or to negate the remainder of the Bylaw and the Rules.
- 3.4.2 This special permit applies only to the Site identified in this decision and to the proposed improvements, use, and activity as shown on the Plan.
- 3.4.3 Other approvals or permits required by the Bylaw, other governmental boards, agencies, or bodies having jurisdiction shall not be assumed or implied by this decision.

- 3.4.4 This special permit shall lapse if substantial use thereof has not commenced within two years of the filing date of this decision with the Town Clerk, except for good cause, or if construction under this special permit is not continued through to completion as continuously and expeditiously as is reasonable. For substantial use to have commenced, clearing and grading of at least one street or way as approved hereunder must be under way. For construction to continue towards completion as continuously and expeditiously as is reasonable, construction activity shall not rest for more than one year. A request to extend said time limits must be made in writing to the Board at least 30 days prior to said expiration dates, and the Board herewith reserves its rights and powers to grant or deny such extension, to issue any appropriate changes to the special permit and to require any appropriate modifications of the Plan.
- 3.4.5 The Board hereby reserves its right and power to modify or amend the Plan and the terms and conditions of this special permit with or without a public hearing upon the request of the Applicant, his designees or assigns, or upon its own motion.

4 APPEALS

Appeals, if any, shall be made pursuant to MGL, Ch. 40A, S. 17 and shall be filed within 20 days after the date of filing this decision with the Town Clerk.

Signed on behalf of the Acton Planning Board

Roland Bartl, AICP, Town Planner
for the Town of Acton Planning Board

This is to certify that the 20-day appeal period on this decision has passed and there have been no appeals made to this office.

Eva Bowen, Town Clerk

Date

Copies furnished:

Applicant -	Building Commissioner	Health Director
certified mail #	Engineering Administrator	Municipal Properties Director
Town Clerk	Conservation Administrator	Town Manager
Fire Chief	Police Chief	Acton Water District
Owner	Historical Commission	Assistant Assessor

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*See
for deed notes
not executed*

2006 0613/020

REGULATORY AGREEMENTBk: 47846 Pg: 246 Doc: AGF
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This Regulatory Agreement (this "Agreement") is made this 20th day of July, 2006 by and between Ellsworth Village, a Massachusetts Limited Liability Company, having an address at 25 Westford Lane, Acton, MA 01720 ("Developer"), and the Town of Acton, acting by and through its Board of Selectmen, having an address of 472 Main Street, Acton, MA 01720 (the "Municipality").

BACKGROUND:

A. The Developer intends to construct a thirty-three (33) Unit condominium development on a 8.31 acre site off of Brabrook Road in Acton, Massachusetts, more particularly described in Exhibit A attached hereto and made a part hereof (the "Project");

B. The Developer has received a Senior Residence Special Permit (the "Special Permit") from the Planning Board for the Municipality under Section 9B of the Town of Acton Zoning By-Law, which permit is recorded at the Middlesex South District Registry of Deeds in Book 45933, Page 22.

C. The Special Permit has specified that three (3) condominium units, will be affordable units (the "Affordable Units") which will be subject to this Regulatory Agreement to restrict the sale of the Affordable Units to individuals who are over fifty-five (55) years of age and are moderate income first time home buyers, or otherwise qualify under the LIP Elderly Exception Program.

D. Pursuant to the terms of this Regulatory Agreement, three (3) of the Affordable Units will be sold to households earning no more than eighty percent (80%) of the median income of two-person households in the Boston PMSA (Primary Metropolitan Statistical Area), (the "Base Income") as published from time to time by the Department of Housing and Community Development or its successor agency ("DHCD").

E. Pursuant to the requirements of the Special Permit and this Regulatory Agreement, local preference shall be given for the sale and resale of the Affordable Units, in accordance with Section 9B.12.7. of the Town of Acton Zoning Bylaw, or as the Acton Community Housing Corporation may further define, from time to time.

F. Pursuant to the requirements of the Special Permit and this Regulatory Agreement, the Developer has agreed to retain the Town of Acton (the "Monitoring Agent") to perform monitoring and enforcement services regarding compliance of the Project with the Affordability Requirement.

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, the Bank and the Municipality hereby agree to the following:

Please return to: D'Agostine, Levine, Parra & Netburn, P.C., 268 Main Street,
P.O. Box 2223, Acton, MA 01720

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6 This Regulatory Agreement affects and encumbers only the Affordable Units being Units numbered 17, 22, and 31 of the Ellsworth Village Condominium.

Unit Distribution. The distribution of the Affordable Units by Unit size shall be as set forth below:

	Unit 17	Unit 22	Unit 31
Initial Certified Sales Price	\$150,000.	\$150,000.	\$150,000.

2. The Initial Certified Sale Price of an Affordable Unit, and the Certified Sale Price of an Affordable Unit, shall be the price that is established by using the following assumptions and calculations:

- Assume the buyer earns a maximum of 80% of the United States Department of Housing and Urban Development ("HUD") Boston metropolitan statistical area median income for a two (2) person household.
- Assume a 5% down payment.
- Assume the buyer will use conventional mortgage financing at prevailing market interest rates for a 30-year fixed rate loan.
- The buyer's total monthly housing payment should not exceed 30% of the amount equal to 80% of the HUD area median income, as defined above.
- The total monthly payment is comprised of principal, interest, real estate taxes, insurance, mortgage insurance, and condominium fee.

The Certified Sales Price shall be determined by the Monitoring Agent.

3. Affordability. Except as provided in the affordable housing restriction set forth in the Deed Rider, the Affordable Units shall be sold to households earning no more than the Base Income, as defined herein.

4. Deed Rider. At the time of sale of the Affordable Units by the Developer, the Developer shall execute and shall, as a condition of sale, cause the purchasers of the Affordable Units to execute an affordable housing restriction substantially in the form of Exhibit B attached hereto and made a part hereof (each a "Deed Rider"). Each Deed Rider shall require the Unit owner at the time he/she desires to sell the Affordable Unit to notify the Monitoring Agent of the discounted purchase price based on an appraisal ordered by the seller and more particularly described in the Deed Rider. The owner of the Affordable Unit must thereafter offer the Unit to the Municipality which may or may not exercise its right-of-first refusal or find an eligible purchaser to purchase the Affordable Unit, and if not, the seller must find a purchaser who meets the income guidelines.

If the Affordable Unit owner is unable to find an eligible purchaser within a one hundred and eighty (180) day period from the date the Affordable Unit was put on the market, as determined by the date of the first advertisement for sale, or the date an agreement was signed



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with a listing broker to market the Affordable Unit, the seller can sell the Affordable Unit to any person, regardless of his/her income at the present fair market value of the property, free of any future resale restrictions, provided that the difference between the actual resale price and the discounted purchase price calculated by application of the discount rate to the market appraised value at the time of sale shall be paid to the Municipality for deposit in an affordable housing fund to be used by the Municipality to support other affordable housing within the Municipality.

The Deed Rider requires the Affordable Unit owner and any purchaser to execute at the time of resale a similar Deed Rider which shall be attached to and made a part of the deed from the owner to the purchaser, so that the affordability of each Affordable Unit will be preserved each time that subsequent resale of the Affordable Unit occurs during the period of affordability specified in this Agreement.

5. Affirmative Marketing. The Developer shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status, national origin or any other basis prohibited by law in the selection of the buyers for the Affordable Units. The Developer shall affirmatively market the Affordable Units to minority households through direct outreach efforts to local churches, social service and civic organizations as well as local and area-wide newsprint media where minority households are most likely to be contacted. This outreach effort must continue for a period of at least 60 days prior to the selection of buyers for the Affordable Units. The Developer agrees to maintain for at least three (3) years following the sale of the Affordable Units, a record of all newspaper ads, outreach letters translations, leaflets and any other outreach efforts that may be inspected by the Monitoring Agent or the Municipality.

6. Recording. Upon execution hereof, the Developer shall immediately cause this Agreement to be recorded with the Registry of Deeds for the County where the Project is located and/or, if the Project consists in whole or in part of registered land, to be filed with the Registry District of the Land Court for the County where the Project is located. Upon recording and/or filing as applicable, the Developer shall immediately transmit to the Bank and the Monitoring Agent evidence of such recording and/or filing.

7. Representations. The Developer hereby represents, covenants and warrants as follows:

- (a) The Developer (i) is a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and is qualified to transact business under the laws of this State, (ii) has the power and authority to own properties and assets and to carry on its business as now being conducted, and (iii) has full legal right, power and authority to execute and deliver this Agreement.
- (b) The execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

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- (c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the Project free and clear of any lien or encumbrance, subject to the encumbrances created pursuant to this Agreement, any loan documents relating to the Project, or other permitted encumbrances.

8. Governing Law/Amendments/Severability. The laws of the Commonwealth of Massachusetts shall govern this Agreement. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

9. Monitoring Agent. The Town has designated the Acton Community Housing Corporation as the Monitoring Agent for purposes of monitoring Developer's performance hereunder. All notices and reports required to be submitted hereunder shall be submitted directly to the Monitoring Agent. The Monitoring Agent shall have authority to act in all matters relating to this Agreement.

10. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

Developer:

Ellsworth Village LLC
25 Westford Lane
Acton, MA 01720

Monitoring Agent and Municipality:

Town of Acton
Board of Selectmen or their designee Acton Community Housing Corporation
Town Hall - 472 Main Street
Acton, MA 01720

11. Term. The term of this Agreement shall be commensurate with the term of the Deed Rider attached as Exhibit B and this Agreement shall expire on the date on which there are no longer any Deed Riders encumbering any of the Affordable Units described herein.

12. Successors and Assigns. The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the

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provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

13. Default. If any default, violation, or breach by the Developer hereunder is not cured to the satisfaction of the Monitoring Agent within ninety (90) days after notice to the Developer thereof, then the Monitoring Agent may exercise any legal remedy available to it.

14. Mortgagee Consent. The Developer represents and warrants that it has obtained the consent or subordination of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed a consent or subordination to this Agreement.

15. Responsibility of Monitoring Agent. The Monitoring Agent shall not be held liable for any action taken or omitted under this Agreement so long as it shall have acted in good faith and without gross negligence.

16. Indemnity. The Developer agrees to indemnify and hold harmless the Monitoring Agent against all damages, costs and liabilities, including reasonable attorney's fees, asserted against the Monitoring Agent by reason of its relationship to the Project under this Agreement and not involving the Monitoring Agent acting in bad faith and with gross negligence.

17. Amendments. This Agreement shall not be amended without written consent of the Monitoring Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument as of the date first above written.

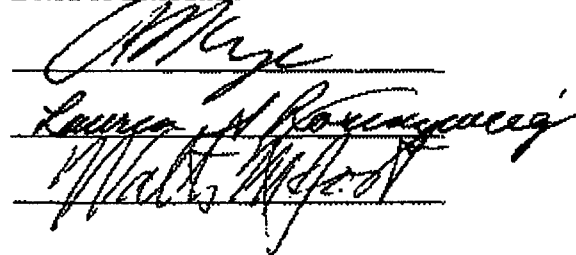
DEVELOPER:
ELLSWORTH VILLAGE, LLC

By: 

James D. Fenton, Member

MONITORING AGENT AND MUNICIPALITY:

The Town of Acton
Board of Selectmen



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Acton Community Housing Corporation

Nancy Tavernier 6/20/06
Nancy Tavernier, Chair



AMENDMENT TO REGULATORY AGREEMENT

Reference is hereby made to a Regulatory Agreement dated July 20, 2006 by and between Ellsworth Village, LLC, a Massachusetts Limited Liability Company, having an address at 25 Westford Lane, Acton, MA 01720 ("Developer") and the Town of Acton, acting by and through its Board of Selectmen, having an address of 472 Main Street, Acton, MA 01720 (the "Municipality") and recorded with the Middlesex South District Registry of Deeds, Book 47846, Page 246 ("Regulatory Agreement").

Whereas, said Regulatory Agreement affects and encumbers the Affordable Units 17, 22 and 31 of the Ellsworth Village Condominium pursuant to paragraph 1 (incorrectly now numbered 6 at the top of page 2) contained therein;

Whereas, the Developer has requested the Municipality to re-designate one Affordable Unit to be located in Unit 30 instead of Unit 22;

Whereas, the Municipality has agreed to said re-designation pursuant to Amendment #2 of Decision 05-01, Ellsworth Village Senior Residence Special Permit recorded with the Middlesex South District Registry of Deeds, Book 52403, Page 291;

Now, therefore, paragraph 1 of the Regulatory Agreement is hereby amended as follows:

"1. This Regulatory Agreement affects and encumbers only the Affordable Units being Units numbered 17, 30 and 31 of the Ellsworth Village Condominium.

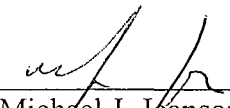
Unit Distribution. The distribution of the Affordable Units by Unit size shall be as set forth below:

	Unit 17	Unit 30	Unit 31
Initial Certified Sales Price	\$150,000.00	\$150,000.00	\$150,000.00"

In all other regards said Regulatory Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a sealed instrument as of the date first above written.

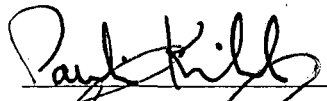
DEVELOPER:
ELLSWORTH VILLAGE, LLC

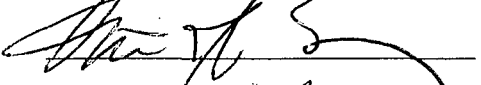


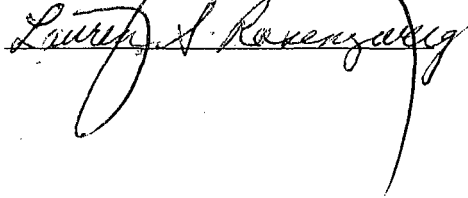
Michael J. Jeanson
Authorized Signatory

MONITORING AGENT AND MUNICIPALITY

The Town of Acton
Board of Selectmen







Ellsworth Village, LLC

P.O. Box 985 25 Westford Lane Acton, MA 01720
978-266-9751 Fax 978-635-0988
authhomes@msn.com

June 20, 2006

Town of Acton
Board of Selectman
472 Main Street
Acton, MA 01720

Re: Ellsworth Village Senior Residence Special Permit
 Local Initiative Program Application

Attached is an application to be filed on behalf of the Town of Acton to the Department of Housing and Community Development. The Local Initiative Program Application is seeking approval for three units from the Ellsworth Village Condominium project to be entered into the Town of Acton subsidized housing inventory.

We hereby request that the Board approve the application. Thank you for your assistance.

Sincerely,

ELLSWORTH VILLAGE, LLC

James Fenton

James Fenton

/dc

Community Support Narrative, Project Description, and Documentation

Please provide a description of the project, including a summary of the project's history and the ways in which the community fulfilled the Local Action requirement.

Ellsworth Village Condominiums is comprised of thirty-three condominium units in an age restricted community for persons 55 years or older. The site is located within close proximity of several retail centers. In addition, a walking path from the project will be provided for access to a nearby grocery store/retail area. The development will have access to town water and have a private sewerage system. The units are suitable to the needs of older individuals in that all necessary living areas are located on the first floor including an attached one car garage; and the units are handicap adaptable. A second floor has an additional bedroom, bathroom, and loft/den area. A community building with parking is included within the site development plan.

The developer (Ellsworth Village, LLC) applied for a Senior Residence Special Permit in November of 2004. Special Permit #05-01 was granted by the Acton Planning Board on April 26, 2005.

Signatures of Support for the Local Initiative Units-Only Application

Chief Elected Official:

Signature: _____

Print Name: _____

Date: _____

Chair, Local Housing Partnership:
(as applicable)

Signature _____

Print Name: _____

Date: _____

Municipal Contact Information

Chief Elected Official:

Name: Walter Foster

Address: 472 Main Street

Acton, MA 01720

Phone: 978-264-9611

Email: bos@acton-ma.gov

Town Administrator/Manager:

Name: Don P. Johnson

Address: 472 Main Street

Acton, MA 01720

Phone: 978-264-9612

Email: manager@acton-ma.gov

City/Town Planner (if any):

Name: Roland Bartl

Address: 472 Main Street

Acton, MA 01720

Phone: 978-264-9636

Email: planning@acton-ma.gov

Chairman, Zoning Board of Appeals:

Name: Jonathan Wagner

Address: 472 Main Street

Acton, MA 01720

Phone: 978-264-9632

Email: boa@acton-ma.gov

Chairman, Local Housing
Partnership (if any):

Name: Nancy Tavernier

Address: 472 Main Street

Acton, MA 01720

Phone: 978-263-9611

Email: achc@acton-ma.gov

Community Contact Person
for this project:

Name: Roland Bartl

Address: 472 Main Street

Acton, MA 01720

Phone: 978-264-9636

Email: planning@acton-ma.gov

The Project

Project Site: Ellsworth Village Condominiums

Address: Brabrook Road

Acton, MA

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

<u>Project Style</u>	<u>Total Number of Units</u>	<u>Number of Units Proposed for LIP Units- Only Certification</u>
Single-family detached	<u> </u>	<u> </u>
Attached	<u>33</u>	<u>3</u>
Low-rise (less than 35 feet)	<u> </u>	<u> </u>
Mid-Rise (35-70 feet)	<u> </u>	<u> </u>
Other <u> </u>	<u> </u>	<u> </u>

Unit Composition

Type of Unit: Condo Ownership	# of Units	# of Bedroom s	# of Baths	Gross Square Feet	Livable Square Feet	Sale Prices/	Condo Fee
Style A (affordable)	2	2	2	2622	1622	\$150,000.	\$51/mo
Style B (affordable)	1	2	2	3368	2168	\$150,000.	\$51./mo
Style A (market rate)	13	2	2	2622	1622	\$410,000.	\$140./mo
Style B (market rate)	17	2	2	3368	2168	\$450,000.	\$154./mo

Local tax rate per thousand \$ 14.58 For Fiscal Year 2006

Please attach the following:

- * Long-Term Use Restriction (provide sample copy)
- * Affirmative Fair Marketing Plan
- * Documentation of affordability for low and moderate income (how is sale price/rental cost affordable to households at or below 80% of median income?)
- * Documentation of Town Action (e.g. zoning ordinance, site permit conditions, density bonus, etc.)

Submit application to:

Department of Housing and Community Development
100 Cambridge Street, Suite 300
Boston, MA 02114

Attention: Erin O'Brien Bettez, LIP Program

Ellsworth Village, LLC
Ellsworth Village

Affirmative Fair Marketing Plan:

Affirmative fair marketing of the affordable units will be conducted to provide maximum opportunity for low and moderate-income households, including minority households, to apply for the lottery.

A public information meeting will be held prior to the application deadline in order to address any questions or concerns of the potential applicants. The meeting will cover, at a minimum, information on the available condominiums, the LIP program, deed restrictions, the lottery process and requirements to participate in the lottery.

Advertisements will be placed in local and regional newspapers, and newspapers that serve minority groups and other protected classes. Notices will be provided to the Acton Community Housing Corporation, Acton area churches, local and regional housing agencies, civic groups, lending institutions, social service agencies, and other non-profit organizations.

The project will be listed on the Citizen's Housing and Planning Association (CHAPA) website (www.chapa.org/housing_lotteries.htm), and at the Massachusetts Affordable Housing Alliance (MAHA) (www.mahahome.org).

Newspaper Advertising will consist of the following:
Acton Beacon and Community Newspaper Publications
Boston Globe
Lowell Sun
Minority Newspapers

Notices and information packages will be made available to local church, senior and social groups

Notices and information packages will be prepared for the Town of Acton to distribute to town employees.

Application package will include:

- Cover Letter
- Application
- Waivers and authorizations
- Condominium Rules & Regulations (to be signed on each page by applicant)
- Condominium Builder Specifications
- Explanation of Deed Restriction Provisions

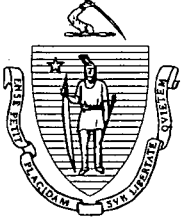
Ellsworth Village, LLC
Ellsworth Village

Lottery Program:

Lottery Process:

- The Ellsworth Village Affordable Lottery will consist of two applicant pools:
 - o 2 Condominium Units “Local Preference”
 - Unit 31 (#6) Ellsworth Village Road (Style B) to qualified persons at 80% AMI
 - Unit 22 (#24) Ellsworth Village Road (Style A) to qualified persons at 80% AMI
 - o 1 Condominium Unit “At Large (open)”
 - Unit 17 (#34) Ellsworth Village Road (Style A) to qualified persons at 80% AMI

The applicant screening related to local, at large and minority criteria and eligibility as well as the lottery procedure will be conducted in accordance with the Town of Acton, Acton Community Housing Lottery Procedure Policy, June 2005, (attached) and the Massachusetts Department of Housing & Community Development Guidelines.



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

October 19, 2007

Mr. F. Dore Hunter, Chair
Board of Selectmen
Town Hall
472 Main Street
Acton, MA 01720

RE: Local Action Units Approval – Ellsworth Village

Dear Mr. Hunter:

I am pleased to inform you that your application has been approved for Local Initiative Program designation for three (3) over -55 ownership units located at Ellsworth Village on Ellsworth Village Road. DHCD congratulates the Town of Acton for its continuing efforts to provide affordable housing in the town..

The Local Initiative Program staff has reviewed your application and determined that:

1. The units serve households with incomes at or below 80% of the area median income.
2. The Town took action to aid in the development of the units.
3. The affordable units are restricted, ensuring they will remain affordable in perpetuity.
4. The units were subject to an affirmative and fair marketing plan.

The Department of Housing and Community Development has received documentation supporting these findings. The Town will be responsible for monitoring the units on a yearly basis to certify their compliance with all occupancy restrictions as outlined in the applicable affordable housing restriction.

Kindly forward to us copies of each unit's building permit or occupancy permit. Upon receipt, they will be added to the Subsidized Housing Inventory.

At least two weeks prior to each unit's closing, please forward the buyer's Purchase and Sale Agreement, loan commitment letter, and contact information for the closing attorney, so that DHCD staff can review these items and prepare a Resale Price Certificate and deed rider. For more information, please contact Elsa Campbell at (617) 573-1321.

Again, let me congratulate you on your efforts to bring affordable housing to Acton. If you have any questions please feel free to contact Toni Coyne Hall, telephone (617) 573-1351. We look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to be 'Catherine Racer', with a long horizontal flourish extending to the right.

Catherine Racer
Associate Director

cc: Roland Bartl, Town Planner
Kristen Alexander, Assistant Town Planner
✓ Nancy Tavernier, Acton Community Housing Corporation
Donna Cisek, Ellsworth Village LLC
Atty. Dan Hill, Anderson and Krieger – Acton Town Counsel
Margaux LeClair, Office of the Chief Counsel – DHCD

consent

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

ACHC

TO: Board of Selectmen
FROM: Nancy Tavernier, Chair
SUBJECT: Local approval for LIP units in Ellsworth Village Senior Residence development
DATE: June 20, 2006
Cc: Planning

The ACHC has voted to approve the enclosed LIP application that seeks DHCD approval for three affordable units included under the terms of the special permit granted by the Planning Board for Ellsworth Village. Under the Town's Senior Residency zoning, 10% of the total units in an age-restricted project, at this density, must be deed restricted units sold to income eligible households of ages 55+. DHCD approval will allow these units to be counted toward the Town's 10% goal.

These units will be the first ones provided in an age-restricted development in Acton. We will be curious to see what the market is for this type of housing. We anticipate seeking your approval for three more units in the near future at Robbins Brook.

The signature of the Chair of the Board is required on the Application. Also included is the regulatory agreement and monitoring agreement for the Board's signature.

Because this is a routine application based on a Planning Board special permit, we do not feel a presentation to the Board is necessary. I will be out of town for your June 26 meeting so if you have any questions, you can direct them to Betty McManus at 978-263-3738 or the applicant Donna Cisek at 978-266-9751.

Thank you.

The Project

Project Site: Ellsworth Village Condominiums

Address: Brabrook Road

Acton, MA

Site Characteristics: proposed or existing buildings by design, ownership type, and size.

<u>Project Style</u>	<u>Total Number of Units</u>	<u>Number of Units Proposed for LIP Units- Only Certification</u>
Single-family detached	_____	_____
Attached	<u>33</u>	<u>3</u>
Low-rise (less than 35 feet)	_____	_____
Mid-Rise (35-70 feet)	_____	_____
Other _____	_____	_____

Unit Composition

Type of Unit:	# of Units	# of Bedroom s	# of Baths	Gross Square Feet	Livable Square Feet	Sale Prices/	Condo Fee
Condo Ownership							
Style A (affordable)	2	2	2	2622	1622	\$120,000. \$150,000.	\$25./mo \$51./mo
Style B (affordable)	1	2	2	3368	2168	\$150,000.	\$51./mo
Style A (market rate)	13	2	2	2622	1622	\$410,000.	\$140./mo
Style B (market rate)	17	2	2	3368	2168	\$450,000.	\$154./mo

Local tax rate per thousand \$ 14.58 For Fiscal Year 2006

Ellsworth Village Condominiums
PO Box 985 Acton, MA 01720 978-266-9751

November, 2007

Dear Friend:

Attached is information regarding the affordable housing units at Ellsworth Village Condominiums in Acton.

Three new affordable townhomes will be available at Ellsworth Village Condominiums for age qualified (55+) homebuyers. The 33 unit development is located off Brabrook Road in Acton, MA. Each two bedroom unit contains a one car garage, two baths, stove, dishwasher, and washer/dryer hookup. The condominiums are priced at \$150,000. All affordable units will be sold by lottery as outlined in the attached package. Please review the information packet in detail and complete the application and disclosure statement.

PLEASE NOTE: All applicants must include a mortgage pre-approval letter with this application. An application will be considered incomplete and will not be included in the lottery if a mortgage pre-approval letter is not received on or before the lottery deadline.

A Public Information Meeting will be held to answer specific questions and provide an overview of the lottery process. The meeting is scheduled for:

Tuesday, November 27, 2007, 7:00 pm
Acton Town Hall, Room 204
472 Main Street
Acton, MA

The **application deadline is Friday, January 4, 2008**. You must hand deliver or mail your application on or before midnight January 4, 2008, to be in the lottery.

The lottery is scheduled for: Wednesday, January 9, 2008, 8:00 pm
Acton Town Hall, Room 126
472 Main Street
Acton, MA

Thank you for your interest in affordable housing at ELLSWORTH VILLAGE. We wish you the best of luck. Please contact Ellsworth Village, LLC at 978-266-9751 or email us at authomes@msn.com if you have any questions. We encourage you to advise other people or organizations that may be interested in this program and make copies of the relevant information as needed.

Sincerely,
ELLSWORTH VILLAGE, LLC
Donna Cisek
Lottery Coordinator

Ellsworth Village Condominiums

Introduction

We are pleased to announce the availability of three (3) NEW affordable townhomes available in Acton to be sold by lottery to eligible, age-qualified (55+) homebuyers.

These units will be available at Ellsworth Village Condominiums, an active 55+ adult community, located off Brabrook Road in Acton.

Attached is an information packet containing all relevant information, including the program application, disclosure forms, financial information and unit floor plans. The units will be sold in accordance with policies and guidelines established by the Commonwealth of Massachusetts Department of Housing and Community Development (DHCD) LIP Local Action Units and the Acton Community Housing Corporation.

Public Information Meeting

To answer specific questions and to provide a detailed presentation of the program and the available opportunities we will be holding a **Public Information Meeting Tuesday, November 27, 2007, 7:00 pm, at the Acton Town Hall**. At this meeting we can answer all of your questions and help you complete the application, if needed. Please review the attached information to make sure you qualify for the program.

Application Submission

A MORTGAGE PREAPPROVAL IS REQUIRED TO PARTICIPATE IN THE LOTTERY AND MUST BE SUBMITTED WITH THE APPLICATION.

Applications must be postmarked on or before 12:00 midnight **Friday, January 4, 2008**. Mail the application to Ellsworth Village, LLC, P.O.Box 985, Acton, MA 01720. Applications may also be hand-delivered to Ellsworth Village, LLC, 25 Westford Lane, Acton, Applications received after the deadline or incomplete applications will not be considered for the lottery.

All applications must include a completed, signed and dated application as well as the following:

- Affidavit & Disclosure Form (signed)
- Mortgage Pre-Approval Letter (if applicable)
- Five most recent paystubs (if applicable)
- Social Security, Pension Statements, Other Income Documentation
- Page 1 of 2004, 2005 and 2006 tax returns with W2 Forms
- Verification of Assets (3 months bank statements, brokerage statements, stocks, bonds, etc)
- Current mortgage statement (if currently own real estate)

The Lottery

The lottery for the available units will be held

Wednesday, January 9, 2008, 8:00 pm, Acton Town Hall, Room 126

Although not required, all applicants are encouraged to attend.

If you cannot attend the information meeting and have questions, feel free to call Ellsworth Village, LLC, 978-266-9751 or email authhomes@msn.com.

We wish you luck in the lottery process for ELLSWORTH VILLAGE CONDOMINIUMS.

Ellsworth Village Condominiums
AFFORDABLE HOMES through LIP Question & Answer

LOTTERY APPLICANT QUALIFICATIONS:

- At least one member of the household must be 55 or older
- Household income can not exceed \$59,550 for a 3-person household, age 55+
- You may currently own your home, which must be sold if you have an opportunity to purchase.
Limited to \$200,000 equity after outstanding mortgage, broker and legal fees are paid.
- Household assets can not exceed \$50,000, retirement assets are included.
- Provisions relating to equity on the sale of a home, income, and treatment of retirement assets can be found on Pages 6, 7 & 8 of this application.

Other program highlights for Lottery applicants:

- Units must be owner occupied. They cannot be rented or leased.
- Non-household members are not permitted to be cosigners on the mortgage.
- A mortgage pre-approval letter is required to participate in this lottery, if applicable.

Are there specific mortgage guidelines?

Yes, they are:

1. The loan must have a fixed interest rate through the full term of the mortgage.
2. The loan must have a current fair market interest rate. (No more the 2 percentage points above the current Masshousing Rate.)
3. The buyer must provide a down payment of at least 3%, 1.5% of which must come from the buyer's own funds.
4. The loan can have no more than 2 points.
5. The buyer may not pay more than 38% of their monthly income for the mortgage.

Are there local preferences ?

Yes. Preference will be given to local residents for 2 of the 3 affordable units. Proof of local preference criteria will be verified if you have the opportunity to purchase. See application for list of local preference criteria. Any questions regarding an applicant's local preference eligibility will be directed to the Town of Acton and/or DHCD for clarification.

Is there preference for minorities?

If the percentage of minority applicants in the Local Preference Pool is less than the percentage of minorities in the Surrounding HUD-defined area, currently 20.7%, a preliminary lottery will be held, comprised of all the minority applicants who do not qualify for the Local Preference Pool. These minority applicants would be drawn until their percentage in the local pool closely approximates the percentage in the Boston area population. Applicants not selected for the local pool would be in the at-large pool only.

Are there any restrictions?

YES. Deed restrictions are used to protect the affordability of the town homes for future buyers. The deed restrictions encumber the property in perpetuity, with certain exceptions. If you choose to sell your unit, there is a limit on the resale price. The maximum resale price is determined using a Resale Price Multiplier, a figure calculated by taking the initial sales price and dividing it by the area median income. For example, the initial 2-bedroom affordable condominium unit price is \$150,000. and the current area median income is \$74,438, the Resale Price Multiplier would be $\$150,000 / \$74,438 = 2.01$. Upon resale, the Resale Price Multiplier is multiplied by the updated area median income number to determine the maximum resale price. A resale fee up to 2% of the resale price may be added onto the resale price to be paid by the buyer to the Monitoring Agent.

How much money do I need to make to afford the condominiums?

Applicants must be qualified by the income limits in this application. The household must also apply to qualify for a 30 year fixed rate mortgage. Attached is an "Affordability Analysis based upon current interest, rates, real estate taxes, and related housing expenses (e.g., condominium fees).

Lottery Process

Due to the nature of the affordable homes availability it is important for everyone to understand the procedure. Please be advised that the program and its requirements are subject to changes in local, state or federal regulations.

Lottery Pools

Three (3) townhome units are available by lottery at Ellsworth Village Condominiums. The lottery has two pools – Local and At-Large. The separation below provides the overall unit breakdown of the units only.

The pools breakdown as follows:

<u>Pool</u>	<u>Qualifications</u>	<u># of Units</u>
Local Pool	Must meet at least one of the Local Preference Criteria as listed on the application.	2
At-Large Pool	All applicants – including local pool	1

Local applicants would have two opportunities to purchase a unit by being in both the Local and At-Large Pools.

All applicants' (ballots, entries) for each pool will be drawn at the time of the lottery. The drawing will establish the rankings for the distribution of units, and the order of the wait list should those initially chosen subsequently not qualify.

Time Frames

Ellsworth Village Condominiums is under construction and it is anticipated that the first unit (6 Ellsworth Village Road, Unit Style B) will be ready by March of 2008 and the last two units (24 and 34 Ellsworth Village Road, Unit Style A) should be ready for occupancy around October of 2009 (possibly sooner, subject to market conditions).

If you are selected and have the opportunity to purchase a unit you will speak or meet with a representative to review your application to verify all information and will make a deposit of \$2,250. The applicant selected for the unit approaching completion will need to start working with a designated bank immediately to secure the necessary mortgage. Please be advised that the official income verification will be done at the time you have an opportunity to purchase a unit. Meaning, if one year after the initial lottery you have the opportunity to purchase a unit and you are over income at that time, you may not be able to purchase.

Acceptance of Homes

It is important for all applicants to understand that specific units are attached to specific lottery rankings based upon the projected availability of the completed unit. Applicants will not have a choice of unit locations, style or schedules. You will not be able "pass" on a unit and wait for another unit. If you choose not to take the designated unit, you will go to the bottom of the list and will NOT have another opportunity.

Summary

We hope this helps explain the process by which the units will be distributed. It can be a lengthy and sometimes complicated process. We greatly appreciate your participation and wish you the best of luck in the lottery process.

Ellsworth Village Development, LLC

Ellsworth Village
Affordability Analysis

(For Illustration Purposes only)

Home Price	\$150,000	\$150,000	\$150,000
Interest Rate	6.5 %	6.5 %	6.5%
Down Payment (%)	5%	10%	20%
Down Payment (\$)	\$7,500	\$15,000	\$30,000
Mortgage Amount	\$142,500	\$135,000	\$120,000
Monthly Expenses			
<i>Principal & Interest</i>	\$900.70	\$853.29	\$758.48
<i>Real Estate Taxes</i>	\$183	\$183	\$183
<i>Hazard Insurance</i>	\$50	\$50	\$50
<i>Private Mtg Insurance</i>	\$93	\$88	\$0
<i>Estimated Association Fee</i>	\$75	\$75	\$75
Total Monthly Expenses	\$1,301	\$1,249	\$1,144
Minimum Annual Income Required	\$52,043	\$49,952	\$45,769

NOTES:

ALL values are estimates and are subject to change

Acton 2007 Residential Tax Rate = \$14.62

Minimum Annual Income Required based upon 30% Housing Ratio, 6.50% interest rate and using traditional bank underwriting practices.

Monthly Association Fees are collected by the Ellsworth Village Condominium Association. The Condo Association is responsible for the operation and maintenance of the on-site septic system, lawn maintenance and snow removal as well as liability insurance. Each condo owner is subject to the Ellsworth Village Condominium Association Rules and Regulations (a copy will be provided upon completion of a purchase and sale agreement).

LIP Standards follow HUD regulation 24 CFR 5.609 - Annual Income. For any items not specifically addressed in this section, please refer directly to the regulation.

Annual Income

Annual gross income means all amounts, monetary or not, which go to, or on behalf of, the family head or spouse or to any other family member received from a source outside the family during the 12-month period following application.

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (b)(2) of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family;
- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount;
- Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces;
- Income derived from assets to which any member of the family has access.

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in Sec. 5.403;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Temporary, nonrecurring or sporadic income (including gifts);
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts;
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

Assets

Net Family Assets include the following:

- **Cash held in savings and checking accounts, safe deposit boxes, homes, etc.** For savings accounts, use the current balance. For checking accounts, use the average balance for the last six months. Assets held in foreign countries are considered assets.
- **Revocable trusts.** Include the cash value of any revocable trust available to the applicant.
- **Equity in rental property or other capital investments.** Include the current fair market value less (a) any unpaid balance on any loans secured by the property and (b) reasonable costs that would be incurred in selling the asset (e.g., penalties, broker fees, etc.).
- **Stocks, bonds, Treasury bills, certificates of deposit, mutual funds, and money market accounts.** The value of stocks and other assets vary from one day to another and should be determined within a reasonable time in advance of the applicant's submission of a lottery application.
- **Individual retirement, 401K, and Keogh accounts.** These are included when the holder has access to the funds, even though a penalty may be assessed. If the applicant is making occasional withdrawals from the account, determine the amount of the asset by using the average balance for the previous six months. (Do not count withdrawals as income.)
- **Retirement and pension funds.** *While the person is employed*, include only amounts the applicant can withdraw without retiring or terminating employment. Count the whole amount less any penalties or transaction costs. *At retirement, termination of employment, or withdrawal*, periodic receipts from pension and retirement funds are counted as income. Lump-sum receipts from pension and retirement funds are counted as assets. Count the amount as an asset or as income, as provided below.

If benefits will be received in a lump sum, include the lump-sum receipt in net family assets.

If benefits will be received through periodic payments, include the benefits in annual income. Do not count any remaining amounts in the account as an asset.

If the applicant initially receives a lump-sum benefit followed by periodic payments, count the lump-sum benefit as an asset as provided in the example below and treat the periodic payment as income. In subsequent years, count only the periodic payment as income. Do not count the remaining amount as an asset.

NOTE: This section assumes that the lump-sum receipt is a one-time receipt and that it does not represent delayed periodic payments. However, in situations in which a lump-sum payment does represent delayed periodic payments, then the amount would be considered as income and not an asset.

- **Cash value of life insurance policies available to the applicant before death** (e.g., the surrender value of a whole life policy or a universal life policy). It would not include a value for term insurance, which has no cash value to the applicant before death.
- **Personal property held as an investment.** Include gems, jewelry, coin collections, or antique cars held as an investment. Personal jewelry is NOT considered an asset.
- **Lump-sum receipts or one-time receipts.** These include inheritances, capital gains, one-time lottery winnings, victim's restitution, settlements on insurance claims (including health and accident insurance, worker's compensation, and personal or property losses), and any other amounts that are not intended as periodic payments.
- **A mortgage or deed of trust held by an applicant.**

Payments on this type of asset are often received as one combined payment of principal and interest with the interest portion counted as income from the asset.

This combined figure needs to be separated into the principal and interest portions of the payment. (This can be done by referring to an amortization schedule that relates to the specific term and interest rate of the mortgage.)

To count the actual income for this asset, use the interest portion due, based on the amortization schedule, for the 12-month period following the certification.

To count the imputed income for this asset, determine the asset value at the end of the 12-month period following the certification. Since this amount will continually be reduced by the principal portion paid during the previous year, the owner will have to determine this amount at each annual recertification.

- **Assets disposed of for less than fair market value** Applicants must declare whether an asset has been disposed of for less than fair market value at each certification and recertification. Owners must count assets disposed of for less than fair market value during the two years preceding certification or recertification. The amount counted as an asset is the difference between the cash value and the amount actually received.

Net family assets DO NOT include the following:

- Personal property (clothing, furniture, cars, wedding ring, other jewelry that is not held as an investment, vehicles specially equipped for persons with disabilities).
- Interests in Indian trust land.
- Term life insurance policies (i.e., where there is no cash value).
- Equity in the cooperative unit in which the applicant lives.
- Assets that are part of an active business. "Business" does NOT include rental of properties that are held as investments unless such properties are the applicant's main occupation.
- Assets that are NOT effectively owned by the applicant. Assets are not effectively owned when they are held in an individual's name, but (a) the assets and any income they earn accrue to the benefit of someone else who is not the applicant, and (b) that other person is responsible for income taxes incurred on income generated by the assets.
- Assets that are not accessible to the applicant and provide no income to the applicant. Nonrevocable trusts are not covered under this paragraph.

Income and Assets of Age-Qualified Households

The assets of age-qualified households, that is households in which at least one member of the household is age 55 or older, are treated differently than in other LIP eligible households. The primary reason for this is that elder households are more likely to already own a home, which they plan to sell in order to move to a smaller one, and are more likely to be living on a fixed income.

The following items apply to 55 and Over households:

Only the occupants of a unit may sign the mortgage.

Older households must meet an income and asset test.

For tenants and purchasers household income shall not exceed 80% of area median income based on household size as determined by HUD, but lower limits may be set by communities and submitted for DHCD review and approval.

For *homeownership* units, household assets shall not exceed \$50,000 in value, provided that in the case of age-restricted homeownership units the purchaser household may additionally own a dwelling (to be sold) in which the purchaser has no more than \$200,000 in equity. The value of assets shall be computed on the basis of net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD homeownership programs or state assisted public housing escrow programs. The value of necessary items of personal property, such as furniture or automobiles, shall be excluded.

Determination of assets shall be based upon a full and fair present cash value of the asset at the time of application to the program. If a potential purchaser divests him/herself of an asset for less than full and fair cash value of the asset within two years prior to application, the full and fair cash value of the asset shall be included for purposes of calculating eligibility.

Life Estates

A life estate is an interest in real property which entitles the life tenant to benefit from the property until his or her death. Usually, the life tenant is entitled to the use of a house for life and may be entitled to sell his or her interest. This right is of value to the life tenant, but it is rarely sold on an open market. (Purchasers of real property would typically not be tempted by such an uncertain term of ownership.)

DHCD includes the value of an applicant's life estate when calculating his or her assets. DHCD will use the Internal Revenue Service's latest guidance to determine the value of life estates (see Internal Revenue Service Publication 1457, "Actuarial Values, Book Aleph," (7-1999).

Ellsworth Village Condominiums

Lottery Application

Application Deadline:

For Office Use Only:

Date App. Received: 12/31/07

Local Pool: (Y) N

Lottery Code: _____

Personal Information:

Name: SUZANNE LARSEN

Address: 5 HARVARD CT. Town: ACTON Zip: 01720

Home Telephone: [REDACTED] Work Telephone: 978-500-1158

E-mail Address: [REDACTED]

Do you meet any of the Local Preference Criteria below? Please check the appropriate category:

- ☒ Current Acton Resident
☐ Parent, son, daughter or sibling
of current Acton resident
☐ Employee working in the Town of Acton

☐ Employed by the Town of Acton, the Acton Public Schools,
the Acton-Boxborough Regional School District, or
the Acton Water district

Proof of local preference will be verified if you have the opportunity to purchase.

Financial Information: Please refer to "Income and Assets Summary" attached

Total Monthly Income:

Borrowers Monthly Income (Gross)

Other Income, Specify _____

3000

Co-Borrowers Monthly Income (Gross)

Other Income, Specify _____

Assets:

Checking Savings Account Balance

Stocks/Bonds Other Capital Investments

Revocable Trusts

Retirement & Pension Funds

Cash Value (Surrender Value) of Life Insurance Policies

Lump-Sum Receipts

Mortgages or Deeds of Trust Held by Applicant

Assets Disposed of For Less Than Market Value

TOTAL ASSETS

82,739

28000

\$ 110,739

Employment Status: (include for all working household members. Attached separate sheet, if necessary)

Applicant:

Employer: Self employed

Street Address: _____

City/State/Zip: _____

Date of Hire: _____

Annual Wage – Base: _____

Additional: _____

(Bonus, Commission, Overtime, etc.)

Co-Applicant:

Employer: _____

Street Address: _____

City/State/Zip: _____

Date of Hire: _____

Annual Wage – Base: _____

Additional: _____

(Bonus, Commission, Overtime, etc.)

About your Family: (Optional)

You are requested to fill out the following section in order to assist us in fulfilling affirmative action requirements. Please be advised that you should fill this out based upon family members that will be living in the condominium. Please check the appropriate categories:

	Applicant	Co-Applicant
African American	_____	_____
Hispanic/Latino	_____	_____
Asian or Pacific Islander	_____	_____
Native American or Alaskan Native	_____	_____
Cape Verdean	_____	_____

Additional Information:

The maximum allowable income guidelines, adjusted for household size:

Household Size	1 person	2 persons	3 persons
Max. Allowable Income	\$46,300	\$52,550	\$59,550

The income limits in the chart above are required by the affordable housing program under which this unit is offered and cannot be adjusted. Please be advised that the income to be used should include income for all members of the household that are to be residing in the home. Applicants are responsible for all closing costs associated with the purchase of a home. A copy of the deed rider is included in this application package and should be reviewed carefully.

Signatures:

The undersign warrants and represents that all statements herein are true. It is understood that the sole use of this application is to establish the preliminary requirements for placement into a lottery to have an opportunity to purchase an affordable condominium at Ellsworth Village Condominium. I (we) understand if selected, all information provided shall be verified for accuracy at the time of bank application.

Signature: Suzanne Larsen Date: Dec 8, 2008
Applicant

Signature: _____ Date: _____
Co-Applicant

Based upon the preliminary information provided, it is my judgment that the applicant should be allowed to participate in the lottery for affordable units at Ellsworth Village Condominiums. If selected, all information provided shall be verified for accuracy at the time of bank application.

Signature: _____ Date: _____
(Certifying Agent)

Return entire package with additional documents: (No Later Than _____)

- ☒ Affidavit & Disclosure Form
- ☒ Mortgage Pre-Approval Letter (if applicable)
- ☒ Five most recent paystubs (if applicable)
- ☒ Social Security, Pension Statements, Other Income Documentation
- ☒ Page 1 of 2004, 2005 and 2006 tax returns with W2 Forms
- ☒ Verification of Assets (3 months bank statements, brokerage statements, stocks, bonds, etc)
- ☒ Current mortgage statement (if currently own real estate)

Ellsworth Village, LLC, PO Box 985, 25 Westford Lane, Acton, MA 01720

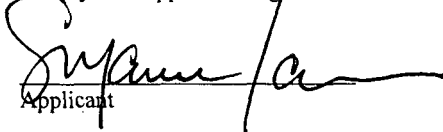
Ellsworth Village Condominiums

Affidavit & Disclosure Form

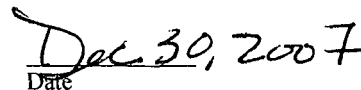
I/We understand and agree to the following conditions and guidelines regarding the distribution of the affordable condominiums at Ellsworth Village Condominiums through the DHCD LIP Local Action Unit housing program in Acton, MA:

1. The annual household income for my family does not exceed the allowable limit of \$59,550. (Income from all members must be included.)
2. I/We understand our current home must be sold and we are limited to \$200,000 in equity (in accordance with page 6 of this application package.
3. I/We certify that my/our total assets do not exceed the \$50,000 asset limit and our retirement assets will be included in accordance with pages 7 and 8 of this application packet.
4. The household size listed on the application form includes only and all the people that will be living in the residence.
5. I/We certify all data supplied on the application is true and accurate to the best of my/our knowledge and belief under full penalty of perjury. I/We understand that perjury will result in disqualification from further consideration.
6. I/We understand that by being selected in the lottery does not guarantee that I/we will be able to purchase a unit. I/We understand that all application data will be verified and additional financial information will be required, verified and reviewed in detail prior to purchasing a unit.
7. I/We understand that it is my/our obligation to secure a mortgage for the unit purchase through a bank., if a mortgage is necessary. I/We understand a mortgage pre-approval is required to participate in the lottery. All expenses, including closing costs and down payments, are my responsibility. We also understand a deed rider is attached to the unit which restricts the resale price.
8. I/We further authorize Ellsworth Village, LLC, to verify any and all income, assets and other financial information, to verify any and all household, resident location and workplace information and directs any employer, landlord or financial institution to release any information to Ellsworth Village, LLC, and consequently the project's monitoring agency, for the purpose of determining income eligibility for Ellsworth Village Condominiums.
9. I/We understand that if selected I/we will be offered a specific unit. I/We will have the option to accept the available unit, or to reject the available unit. If I/we reject the available unit I/we will move to the bottom of the waiting list and will likely not have another opportunity to purchase an affordable unit at Ellsworth Village Condominiums.
10. Program requirements are established by DHCD and the ACHC (Acton Community Housing Corp) and are enforced by DHCD. I/We agree to be bound by whatever program changes that may be imposed at any time throughout the process. If any program conflicts arise, I/we agree that any determination made by DHCD is final.
11. I/We certify that no member of our family has a financial interest in Ellsworth Village Condominium.

I/We have completed an application and have reviewed and understand the process that will be utilized to distribute the available condominiums at Ellsworth Village Condominiums. I/We am qualified based upon the program guidelines and agree to comply with applicable regulations.


Applicant

CoApplicant


Date

Return with completed application and mortgage preapproval to:

Ellsworth Village, LLC
PO Box 985
Acton, MA 01720

Ellsworth Village, LLC

P.O. Box 985 25 Westford Lane Acton, MA 01720
978-266-9751 Fax 978-635-0988

May 7, 2008

Department of Housing
& Community Development
Attn: Elsa Campbell
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: Request for Final Approval and Resale Price Certificate
Suzanne Larsen, 6 Ellsworth Village Road (Unit 31), Acton

In accordance with LIP Guidelines relating to Local Action Units, Ellsworth Village, LLC, hereby requests a Resale Price Certificate and approval for the above referenced buyer. The anticipated closing date is May 23, 2008. Enclosed, please find the following documents:

1. Loan Commitment Letter
2. Purchase and Sale Agreement for 6 Ellsworth Village Road

The contact information for the loan closing attorney is:

Attorney Richard Demont
77 North Mill Street
Hopkinton, MA 01748
508-893-9988
508-429-4141 (fax)

In addition, we are enclosing a copy of the project Regulatory Agreement which was recorded at the South Middlesex Registry of Deeds July, 2006.

If you have questions regarding this matter, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

ELLSWORTH VILLAGE, LLC



Donna Cisek
Lottery Coordinator

Cc: Nancy Tavernier, Acton Community Housing Corporation

*Dina***Bank of America** 

FL9-700-03-19
BANK OF AMERICA, N.A.
CONSUMER REAL ESTATE 2616
P.O. BOX 45140
JACKSONVILLE, FL 322325140

APRIL 16, 2008

SUZANNE M LARSEN
5 HARVARD COURT APT 2
ACTON, MA 01720

RE: Real Estate Loan Approval/Commitment
Loan # 6304476531

Dear SUZANNE M LARSEN

Congratulations! Your real estate loan has been approved subject to the items listed on the enclosed Conditions Addendum.

Loan Description:

Property Address: 6 ELLSWORTH VILLAGE ROAD 31
ACTON, MA 01720

Loan Type: BOND, CONVENTIONAL, 30 YR ASSET SALES DE

Occupancy: OWNER OCCUPIED
Property Type: CONDO
Purpose: PURCHASE

The following loan terms apply:

Loan Amount: \$ 120,000.00
SALES PRICE: \$ 150,000.00
Rate: 5.750%
Term: 360
Discount Points: .000%
Origination Fee: .00
Prepayment Fee: NO
Conversion Option: NO

Estimated Principal & Interest Payment: \$ 700.29
Estimated Total Payment (including escrow & MI): \$ 700.29

WE WILL NOTIFY YOU IF PRIVATE MORTGAGE INSURANCE ("MI") IS REQUIRED AFTER WE HAVE REVIEWED THE PROPERTY VALUATION.

RATE LOCK: THE INTEREST RATE AND POINTS SPECIFIED ABOVE WILL BE USED TO FUND YOUR LOAN, PROVIDED YOUR LOAN CLOSES AND DISBURSES ON OR PRIOR TO THE RATE LOCK EXPIRATION DATE. YOUR RATE AND POINTS WILL NOT BE HIGHER OR LOWER THAN SPECIFIED ABOVE.

RATE LOCK OPTION: THE INTEREST RATE AND POINTS SHOWN ABOVE ARE LOCKED EFFECTIVE 04/02/08, AND WILL EXPIRE 06/02/08. THIS LOAN MUST CLOSE AND DISBURSE BY THIS DATE.

This approval is effective through JULY 31, 2008, provided that there is no material change in your credit standing or financial position, and there has been no impairment in the condition of the real property from that described in the property valuation made or to be made in connection with your application. If your loan does not fund by this date, we may re-evaluate your loan approval and may require additional information and/or change the terms of the loan.

If the items listed on the Conditions Addendum are not received in our office by APRIL 25, 2008, we will assume that you do not wish to proceed with your credit request and will give no further consideration to your request. If you're not ready to continue with your application at the present time, we look forward to working with you in the future.

We remain committed to exceeding the level of service you expect and deserve and sincerely appreciate your interest in the products that Bank of America, N.A., offers.

Sincerely,

Loan Representative: ALICE FREEMAN
Telephone Number: (704) 317-4794 EXT. 74794
Fax Number: (888) 654-7880
Mailing Address: P.O. BOX 45140
JACKSONVILLE, FL 322325140
Email Address:

SUZANNE M LARSEN
6 ELLSWORTH VILLAGE ROAD 31
ACTON, MA 01720

Conditions Addendum
LOAN # 6304476531

THE FOLLOWING CONDITIONS AND DOCUMENTATION MUST BE RECEIVED AND FOUND SATISFACTORY BY BANK OF AMERICA, N.A. AT EACH OF THE STAGES INDICATED BELOW:

THE FOLLOWING CONDITIONS MUST BE SATISFIED PRIOR TO FINAL LOAN APPROVAL.

ITEM(S) YOU NEED TO PROVIDE TO THE LENDER:

- + PROVIDE CONDOMINIUM HOMEOWNERS ASSN HAZARD INSURANCE COVERAGE OF 100% OF CURRENT REPLACEMENT COST OF THE PROJECT IMPROVEMENTS, INCLUDING SUBJECT UNIT. ANY LIMITS/EXCLUSIONS OF EXTENDED COVERAGE PERILS MUST BE COVERED BY A SEPARATE RIDER/POLICY. MAXIMUM DEDUCTIBLE OF 5% OF POLICY'S FACE AMOUNT FOR COMMON AREAS AND INDIVIDUAL UNITS COVERED BY PROJECT'S BLANKET POLICY.
- + APPROVAL OF AND COMPLIANCE WITH ALL CONDITIONS OF BOND PROGRAM TO BE USED IN CONJUNCTION WITH SUBJECT TRANSACTION.
- + UW TO VERIFY THE FOLLOWING MASS HSG REQUIRED FORMS TO BE IN FILE. FULLY EXECUTED: BOO1 BORROWER AFFIDAVIT; BOO2 RECAPTURE NOTIFICATIONS; AND L101 A&B ACQUISITION COST, CONFIRMATION OF RESERVATION.
- + FULL CONDO APPRAISAL REQUIRED. CONDOS MUST MEET: 60% OWNER OCCUPANCY; NO MORE THAN 10% COMMERCIAL; NEW PROJECTS MUST BE 51% PRESOLD TO OWNER OCCUPANTS; MINIMUM 600 SQUARE FOOTAGE; AND, IF APPLICABLE, 2-UNIT CONDOS REQUIRE AN ARBITRATION AGREEMENT. ANY VARIATION REQUIRES SUBMITTAL TO MASS HOUSING OR APPROVAL.

ITEM(S) BANK OF AMERICA, N.A. WILL OBTAIN TO SUPPORT YOUR LOAN REQUEST:

- + FLOOD HAZARD DETERMINATION INDICATING WHETHER OR NOT THE SUBJECT PROPERTY IS LOCATED IN A FLOOD HAZARD AREA. WE WILL NOTIFY YOU IF FLOOD INSURANCE IS REQUIRED.
- + RECEIPT/REVIEW OF A SATISFACTORY APPRAISAL OR VALUATION OF THE SUBJECT PROPERTY AND SATISFACTION OF ANY CONDITIONS LISTED BY THE APPRAISER. CONDITION AND VALUE MUST BE SUFFICIENT FOR BANK OF AMERICA TO GRANT A LOAN BASED ON THE APPLIED FOR PROGRAM.
- + VERIFY ALL HOUSEHOLD MEMBERS MEET THE INCOME LIMIT AND OR THE PROPERTY LOCATION REQUIREMENT, AS APPLICABLE FOR THE PROGRAM SELECTED.

SUZANNE M LARSEN
6 ELLSWORTH VILLAGE ROAD 31
ACTON, MA 01720

Conditions Addendum
LOAN # 6304476531

- + VERIFY RECEIPT OF WARRANTY LETTER ISSUED BY BANK OF AMERICA CONFIRMING COOP /CONDO ELIGIBILITY.

THE FOLLOWING CONDITIONS MUST BE SATISFIED PRIOR TO THE PREPARATION OF YOUR LOAN DOCUMENTS.

ITEM(S) YOU NEED TO PROVIDE TO THE LENDER:

- + APPLICANT(S) TO SIGN BORROWER'S CERTIFICATION AND AUTHORIZATION TO RELEASE INFORMATION FORM.

ITEM(S) BANK OF AMERICA, N.A. WILL OBTAIN TO SUPPORT YOUR LOAN REQUEST:

- + VERIFICATION OF APPLICANT(S) IDENTITY TO COMPLY WITH BANK OF AMERICA CUSTOMER IDENTIFICATION PROCESS (CIP) AND THE USA PATRIOT ACT.
- + VERIFY THE SUBJECT PROPERTY MEETS THE BANK'S REQUIREMENTS FOR TITLE, INCLUDING APPLICANT HAS CLEAR TITLE TO THE PROPERTY, SUBJECT TO FEE SIMPLE OR LEASEHOLD ESTATE AND ANY SUBORDINATE LIENS ARE CLEARED OR SUBORDINATE TO THE FIRST MORTGAGE LIEN. INCLUDE REAL ESTATE TAX AMOUNT AND THE NEXT DUE DATE.

THE FOLLOWING CONDITIONS MUST BE SATISFIED PRIOR TO FUNDING OF YOUR LOAN:

ITEM(S) BANK OF AMERICA, N.A. WILL OBTAIN TO SUPPORT YOUR LOAN REQUEST:

- + FUNDS FROM APPLICANT TO CLOSE CANNOT EXCEED \$76,203.43.

SUZANNE M LARSEN
6 ELLSWORTH VILLAGE ROAD 31
ACTON, MA 01720

Conditions Addendum
LOAN # 6304476531

PLEASE SEND THE ITEM(S) YOU MUST PROVIDE TO:

ALICE FREEMAN
BANK OF AMERICA, N.A.
P.O. BOX 46140
JACKSONVILLE FL 322325140

IF YOU WITHDRAW YOUR APPLICATION OR IF YOUR APPLICATION IS DECLINED AND THEN YOU REAPPLY FOR A LOAN ON THE SAME PROPERTY WITHIN 60 CALENDAR DAYS, THE INTEREST RATE AND POINTS WILL BE THE SAME INTEREST RATE AND POINTS ON YOUR ORIGINAL APPLICATION OR THE INTEREST RATE AND POINTS IN EFFECT AT THE TIME YOU REAPPLY WHICHEVER IS HIGHER.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ALICE FREEMAN
AT (704)317-4794.

THANK YOU FOR CHOOSING BANK OF AMERICA, N.A.



2009 00182304

Bk: 53542 Pg: 231 Doc: AMEND
Page: 1 of 2 09/18/2009 08:59 AM

AMENDMENT NO. 3 TO THE MASTER DEED
OF ELLSWORTH VILLAGE CONDOMINIUM

ELLSWORTH VILLAGE, LLC, having its usual place of business at 25 Westford Lane, Acton, Middlesex County, Massachusetts 01720, being the Declarant in a Master Deed of Ellsworth Village Condominium dated July 20, 2006 and recorded with the Middlesex South District Registry of Deeds in Book 47846, Page 274 ("Master Deed"), in accordance with the provisions of said Master Deed, as amended, including but not limited to Sections 1, 4, 11, 14 of said Master Deed does hereby amend the Master Deed of Ellsworth Village Condominium to change the designation of existing Unit 30 from a market rate unit to an affordable rate unit pursuant to the terms and provisions contained in Amendment #2 of Decision 05-01, issued by the Town of Acton Planning Board, dated February 17, 2009 and recorded with said Deeds, Book 42403, Page 291.

The revised undivided interest in the common areas and facilities of the Condominium to be allocated to each Unit is attached hereto as Schedule C.

In witness whereof, the said Ellsworth Village, LLC has caused its seal to be hereto affixed and these presents to be signed and delivered in its name and behalf by Michael J. Jeanson, its Member, hereby duly authorized this 14th day of September, 2009.

ELLSWORTH VILLAGE, LLC

By: Michael J. Jeanson

Michael J. Jeanson, Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 14th day of September, 2009, then personally appeared before me, the undersigned notary public, Michael J. Jeanson, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person to whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes as Authorized Signatory of Ellsworth Village, LLC as aforesaid.

Lynne Cormier
Notary Public

My commission expires:

Blaine J. DeFreitas Esquire
One Pleasant Street
Maynard, MA 01754



LYNNE CORMIER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 21, 2011

Locus 10 Ellsworth Village Acton, MA

ELLSWORTH VILLAGE CONDOMINIUM

SCHEDULE C

PHASE 2

<u>PHASE NO.</u>	<u>UNIT NO.</u>	<u>BUILDING NO.</u>	<u>STREET NO.</u>	<u>CURRENT PERCENTAGE INTEREST</u>
1	1	1	1 Ellsworth Village Road	9.375
1	2	1	3 Ellsworth Village Road	9.375
1	3	2	5 Ellsworth Village Road	9.375
1	4	2	7 Ellsworth Village Road	9.375
1	5	3	9 Ellsworth Village Road	9.375
1	6	3	11 Ellsworth Village Road	9.375
2	7	4	13 Ellsworth Village Road	9.375
2	8	4	15 Ellsworth Village Road	9.375
2	30	14	8 Ellsworth Village Road	3.125
2	31	14	6 Ellsworth Village Road	3.125
2	32	15	4 Ellsworth Village Road	9.375
2	33	15	2 Ellsworth Village Road	9.375

Location of Affordable Units

The housing units which are Low and Moderate Income Units are those currently designated as Units 30 and 31 on floor plans recorded with the Master Deed of the Ellsworth Village Condominium recorded with the Middlesex South District Registry of Deeds, as Plan No. 917
2006, Sheet _____

Ellsworth Village, LLC

P.O. Box 985 25 Westford Lane Acton, MA 01720
978-266-9751 Fax 978-635-0988

September 28, 2009

Department of Housing
& Community Development
Attn: Elsa Campbell
100 Cambridge Street, Suite 300
Boston, MA 02114

Re: Request for Final Approval and Resale Price Certificate
Charles Diring, 8 Ellsworth Village Road (Unit 30), Acton

Ellsworth Village, LLC, hereby requests a Resale Price Certificate and Deed Rider for the above referenced buyer. The anticipated closing date is October 30, 2009. Enclosed, please find the following documents:

1. Loan Commitment Letter
2. Purchase and Sale Agreement for 8 Ellsworth Village Road


The contact information for the loan closing attorney is:

Blaine DeFreitas, Esquire
One Pleasant Street
Maynard, MA 01754
978-897-0339
978-897-6146 (fax)

If you have questions regarding this matter, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,

ELLSWORTH VILLAGE, LLC



Donna Cisek
Lottery Coordinator

Cc: Nancy Tavernier, Acton Community Housing Corporation



EQUAL HOUSING LENDER MEMBER FDIC MEMBER DIF

August 28, 2009

Charles T. Durring
86 Alexander Road
Billerica, MA 01821

RE: Mortgage Loan Commitment

Dear Charles T. Durring,

It is our pleasure to inform you that your mortgage application has been approved subject to the following terms and conditions.

This Mortgage Loan Commitment and its terms and conditions supersedes all prior written or oral agreements or understandings between the parties, who agree to be bound solely by the terms and conditions contained herein.

LOAN TERMS

Property Address:	8 Ellsworth Village Road, Unit 30 Acton, MA 01720
Loan Amount:	\$60,000.00
Loan Product:	30 Year Fixed - Affordable
Product Type:	Fixed Rate Mortgage
Term:	360 Months
Monthly Principal & Interest Payment:	\$350.14
Loan Origination Points:	0.00000000%
Loan Discount Points:	0.00000000%
Interest Rate:	5.7500%
Rate Lock Expiration Date:	November 17, 2009
Commitment Expiration Date:	November 17, 2009
Escrow Required For:	Real Estate Taxes

This Commitment will expire on the Commitment Expiration Date, or the Rate Lock Expiration Date, whichever comes first. Any extension of this Commitment may be made solely at the Bank's discretion, in writing, and at an interest rate and upon terms and conditions established and approved by the Bank at that time.

PURCHASE AND SALE AGREEMENT

9/8/09
e-mailed to
C. Morgan

This 26th day of August, 2009.

1. PARTIES: Ellsworth Village, LLC, a Massachusetts Limited Liability Company with a principal place of business at 25 Westford Lane, Acton, Middlesex County, Massachusetts, hereinafter called the Seller, agrees to Sell and Charles T. Durring, hereinafter called the Buyer(s) or Purchaser, agrees to Buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION: Unit No. 30 (the "Unit") 8 Ellsworth Village Road of Ellsworth Village Condominium, (the "Condominium") created pursuant to Chapter 183A of the Massachusetts General Laws, as amended, (the "Act") by Master Deed dated July 20, 2006, and recorded with Middlesex South District Registry of Deeds ("Registry") in Book 47846, Page 274 (the "Master Deed"), together with (a) an undivided 1.12 percentage interest in both the common areas and facilities of the Condominium and the Organization of unit owners through which the Condominium is managed and regulated, (b) the exclusive right to use the parking space and storage area, if any, assigned to the Unit, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the By-Laws of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). For title see deeds to the Seller dated August 22, 2005 and recorded with the Middlesex South District Registry of Deeds in Book 45933, Page 19 and 54.
3. BUILDING, STRUCTURES, IMPROVEMENTS, FIXTURES: Included in the sale as a part of the Unit are the fixtures belonging to the Seller and used in connection therewith. The extent to which any of such fixtures belong to the Seller may be governed in part by provisions contained in the Condominium Documents.
4. TITLE DEED: Said premises are to be conveyed by a good and sufficient quitclaim deed running to the Buyer, or to the nominee designated by Buyer by written notice to the Sellers at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (a) Provisions of existing building and zoning laws and other ordinances as may affect the use, maintenance or ownership of the premises;
 - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;

CTD
M

- (d) Any liens for municipal betterments assessed after the date of this agreement;
- (e) The provisions of the Act and Condominium Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium;
- (f) All restrictions, easements and encumbrances referred to in the Condominium documents;
- (g) Easements, restrictions and reservations of record, if any, insofar as the same are now in force and applicable;
- (h) Orders of Conditions (DEP No. 85-892) dated May 23, 2005 and recorded with said Deeds on August 24, 2005 in Book 45933, Page 33 and 41; provided, that Seller will obtain and record Certificates of Compliance or releases relating to same; provided, however, that in the event a Certificate of Compliance or release is not issued because of work remaining to be completed within the condominium, the Seller shall diligently seek to obtain such Certificates or releases and shall agree to indemnify, and the Buyer will accept the indemnification agreement from the Seller, which indemnification, and the Seller will hold the Buyer and the Buyer's mortgage lender harmless from and on account of Seller's failure to secure such Certificates or releases. The provisions of this paragraph shall survive the delivery of the deed;
- (i) Provisions of Town of Acton Planning Board Senior Residence Special Permit Decision 2005-01 dated April 27, 2005 and recorded with said Deeds in Book 45933, Page 22;
- (j) Provisions of the Master Deed, By-laws and Rules and Regulations of Ellsworth Village Condominium to be recorded with said Deeds;
- (k) Provisions of the Ellsworth Village Community Corporation; and
- (l) Such easements, reservations and restrictions as Seller may elect to reserve for the benefit of the Condominium and/or abutting land.

For purposes of this Agreement, title shall be considered good, record and marketable so long as same is insurable, for the benefit of Buyer by a title insurance company in a fee owner's title insurance policy, at normal applicable premium rates, in the American Land Title Association form currently in use.

5. PLANS: If said deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE: In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the Buyer to a Certificate of Title of said premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

7. PURCHASE PRICE: The agreed purchase price for said premises is (\$ 150,000.00) Dollars of which;

\$ 0.00

was paid with the Offer to Purchase;

\$ 7,500.00

has been paid as a deposit this day ; and

\$ 142,500.00

is to be paid at the delivery of the deed by certified, cashier's, treasurer's, or bank check drawn on a Massachusetts clearinghouse bank made payable directly to the seller without intervening endorsement.

\$ 150,000.00

TOTAL

Additional extras and upgrades, if any, are to be paid directly to the Builder when same are ordered.

8. TIME FOR PERFORMANCE: DELIVERY OF DEED: Such deed is to be delivered at 12:00 o'clock Noon on or before October 30, 2009, at the Middlesex South District Registry of Deeds, or at the office of the Buyer's Bank Counsel, provided that such counsel is no further than ten (10) miles from the Premises, if so requested in writing within three (3) business days of the closing date. It is agreed that time is of the essence of this agreement.

9. POSSESSION AND CONDITIONS OF PREMISES: Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) substantially completed in accordance with the plans and specifications referenced herein except for minor punchlist items which do not materially affect the Buyer's reasonable use or enjoyment of the Premises, as evidenced by a Certificate of Occupancy issued by the Town of Acton, (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The Seller will deliver a Certificate of Occupancy from the local building inspector at the time of the deliver of the deed.

10. EXTENSION TO PERFECT TITLE OF MAKE PREMISES CONFORM: If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions thereof, then the Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the premises conform to the provisions hereof, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.: If at the expiration of the extended time the Sellers shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYERS' ELECTION TO ACCEPT TITLE: The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Sellers can deliver to the said premises in their then condition and to pay therefor the purchase price without deduction, in which case the Sellers shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the Sellers shall, unless the Sellers have previously restored the premises to their former condition, either:

- (a) pay over or assign to the Buyer without recourse to Seller, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Sellers for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Sellers for any partial restoration.

13. ACCEPTANCE OF DEED: The acceptance of a deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation herein contained, except those obligations which are, by the express terms hereof, to be performed after the delivery of said Deed. Acceptance of the deed to the Premises by the Buyer shall constitute a waiver of discrepancies, if any, between the Unit and Condominium as actually built and the Condominium description, plats, plans, and specifications.

14. USE OF MONEY TO CLEAR TITLE: To enable the Sellers to make conveyance as herein provided, the Sellers may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or that the usual and customary arrangements are made for the securing and recording of such instruments.

15. INSURANCE: Until the delivery of the deed the Sellers shall maintain insurance on the premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Liability	as presently insured
(b) Fire and Extended	Builders Risk

16. EVIDENCE OF INSURANCE: At the time of the delivery of the deed, the Seller shall deliver to the Buyer a certificate of the Condominium Insurance as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the Buyer.

17. ADJUSTMENTS: Taxes for the then current fiscal year and common expenses for the then current month shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyers at the time of delivery of the deed.

18. CONTRIBUTION TO CAPITAL ACCOUNT AND HOMEOWNERS DUES: Buyer acknowledges and agrees that Buyer will pay the sum of \$110 at the time of delivery of the deed to The Ellsworth Village Condominium Association, Inc. to fund a capital reserve account for the Condominium, which shall also include a capital reserve payment to fund the sewage treatment facility. Further, Buyer acknowledges that Buyer will be assessed a monthly fee in the initial amount of \$55, pursuant to the Master Deed. Buyer further acknowledges that the monthly assessment is an estimate based on the current budget and is subject to change from time to time.

19. ADJUSTMENT OF UNASSESSED AND ABATED TAXES: If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

20. DEPOSIT: All deposits made hereunder shall be held by Ellsworth Village, LLC, until such time as Seller commences construction on the home, at which time said deposit shall be used by Seller for the construction of the home, and shall be duly accounted for at the time for performance of this agreement.

21. BUYERS' DEFAULT; DAMAGES: If the Buyer shall fail to fulfill the Buyers' agreements herein, all deposits made hereunder and all work and materials delivered to and constructed on the premises by the Buyer shall be retained by the Seller as liquidated damages and this shall be the Seller's sole and exclusive remedy at law or in equity.

22. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.: If the Seller or Buyer executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyers so executing, nor any shareholder or beneficiary or any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. WARRANTIES AND REPRESENTATIONS: The Buyers acknowledge that the Buyers have not been influenced to enter into this transaction nor have they relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties or representations, if any, made by the Seller: BUILDER'S WARRANTY.

24. MORTGAGE CONTINGENCY: This agreement shall be conditioned upon Buyer's obtaining a first mortgage loan for the purchase of the home at prevailing terms and rates for the amount of \$ 60,000.00 on or before October 15, 2009, payable in no less than thirty (30) years. If after the exercise of diligent efforts, which shall mean applying to at least one (1) lending institution, Buyer is not able to obtain a commitment by the date above, Buyer, at Buyer's option, may commence to exercise his rights to terminate this Agreement by written notice to Seller, which notice must be received by Seller no later than October 20, 2009. In no event shall Buyer be deemed to have used diligent efforts to obtain such commitment unless the Buyer submits a complete mortgage loan application conforming to the foregoing provisions on or before October 15, 2009.

25. SELLER'S RIGHT TO SUBSTITUTE: Seller shall have the right to substitute and/or change materials and equipment and amenities of comparable quality without notice to Buyer.

26. ENTRY ONTO PREMISES: The Buyer and its agents shall have the right of access to the premises prior to the time specified for delivery of the Seller's deed only for the purpose of showing the premises to prospective mortgage lenders and a final "walk-through" prior to closing. Said right of access shall be exercised only in the presence of Seller and/or the listing broker and only after Buyer has scheduled an appointment with Seller and/or the listing broker. Buyers agree that they will not interfere with construction.

27. PROJECTIONS: Information furnished to Buyer concerning operating expenses of the Condominium and real estate tax assessments applicable to the Condominium is based upon Seller's estimates and Seller does not warrant the accuracy of projections or expectations. Projections of real estate taxes are based on fiscal 2009 tax rate and upon assessments made with respect to similar facilities in the general area. Buyer understands that such projections represent no more than Seller's estimate of the tax assessment which will be made with respect to, and upon completion of the construction of, the Unit and land of which the Condominium is a part. Seller expressly disclaims any representation or warranties not expressly made in this Agreement in writing concerning the Condominium or the cost of operating the Condominium. The terms of this Paragraph shall survive the closing.

28. UNSOLD UNITS: Seller reserves the right, in order to facilitate the marketing of the Units, to raise or lower the prices of unsold Units or to make such modification, additions or deletions as Seller may deem reasonably necessary in or to the Master Deed or By-Laws of the Association in order to meet lending governmental or marketing requirements and/or considerations, provided that none of the foregoing shall:

- (a) Increase the price of the Unit being sold hereunder;
- (b) Materially alter the size, layout, location or features of the Unit being sold hereunder;
- (c) Diminish or increase the percentage of undivided interest in the Common Areas of the Unit being sold hereunder; (except as provided in Schedule C of the Master Deed); or
- (d) Decrease the financial obligation of Seller as a Unit owner.

29. IMPROVEMENTS AFTER CLOSING: The Seller reserves the right to control such improvements as are under construction or to be constructed on the Common Areas and exclusive use areas, if any, including size, materials, design of any building, all elements of construction, management thereof and access thereto until such improvements have been completed and/or conveyed over to the Association. Interference with such control will be deemed trespass. The terms of this paragraph shall survive the closing.

30. DISCREPANCIES: Buyer understands and acknowledges that any and all plans or drawings of the Unit or the Condominium of which it is apart were provided to the Buyer for illustrative purposes and that actual construction may differ from those plans and drawings. Buyer further agrees that Seller and its agents and contractors shall have no liability to Buyer nor shall Buyer be relieved of its obligations hereunder if there are errors or inaccuracies in the layout or dimensions of the Unit or of the Common Areas or any Limited Common Areas of the Condominium as shown on the Floor Plans or the Condominium Site Plans, so long as the layout and dimensions conform substantially to the plans and specifications. The terms of this paragraph shall survive the closing.

31. AFFORDABLE HOMES: Buyer acknowledges and understands that three (3) of the units in the Condominium will be sold at below-market prices, as required by the Senior Residence Special Permit and as further specified in a Regulatory Agreement entered into between Seller, the Town of Acton, acting by and through its Housing Committee dated June, 2006, and to be recorded with the Registry; three (3) of the units shall be sold to persons or households with incomes at or below eighty percent (80%) of the regional medium household income.

32. SENIOR HOUSING RESTRICTION: Buyer acknowledges that the Ellsworth Village Condominium is a "Senior Residence" Community and is subject to the requirements, rules and regulations relating thereto in the Ellsworth Village Senior Residence Special Permit and the Ellsworth Village Condominium Master Deed and Declaration of Trust.

33. RECORDING OF AGREEMENT: The parties agree that this Agreement may not be recorded upon the land records and that should it be so recorded by Buyers, it may thereafter, at Seller's option, by an instrument signed by Seller alone, become null and void and terminated in all respects and it is hereby agreed that it will thereupon not constitute an encumbrance or could on the title in any respect whatsoever. Buyers agree that this agreement shall be subordinate to any construction or permanent mortgage now or hereafter affecting the premises.

34. AGREEMENT MERGED: The recording of a deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed. All claims as to title or construction, except as may be brought under the written warranty within one-year from the Closing (a copy of which warranty is attached hereto as Exhibit B), are merged with the sale of the Premises and shall not survive the delivery of the deed. Buyer further agrees to become and remain, as long as Buyer is an owner of such Unit, a member of Condominium, being subject to their By-Laws and the Rules and Regulations promulgated pursuant thereto. Buyer further agrees to bind his heirs, successors and assign to likewise remain members of the Association.

35. NO LIABILITY OF MEMBER OR MANAGERS OF LLC: Buyers understand and acknowledge that the individual executing this agreement on behalf of Ellsworth Village, LLC does so only in such capacity and shall not be personally liable for any obligation, express or implied, hereunder. The terms of this Paragraph shall survive the closing.

36. LEGALLY BINDING DOCUMENT: The "Offer to Purchase Real Estate" dated August 26, 2009, and signed by the parties hereto, is hereby superseded and shall be of no further force and effect. This Purchase and Sale Agreement shall be considered a legally binding agreement upon execution and accordingly all parties hereto expressly acknowledge and agree that they have had an opportunity to seek legal counsel in connection with this Purchase and Sale Agreement. Buyers further acknowledge that they have received and reviewed the condominium documents, including but not limited to, the Master Deed, By-Laws and Rules and Regulations.

37. CONSTRUCTION OF AGREEMENT: This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyers. If two (2) or more persons are named herein as Buyers their obligations hereunder shall be joint and several. The captions are marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

38. ATTACHMENTS: The following Exhibits are attached hereto and incorporated herein by reference:

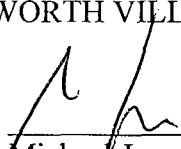
Exhibit A: Builder's Warranty
Exhibit B: Deed Rider
Exhibit C: Rider to Purchase & Sale

Witness our hands and seals this 26th day of August, 2009.

SELLER:

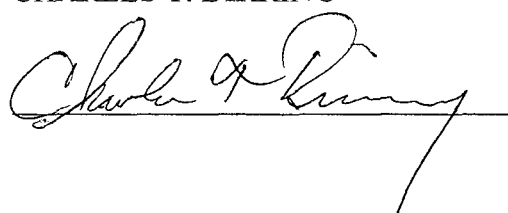
ELLSWORTH VILLAGE, LLC

BY:


Michael Jeanson, Member

BUYER:

CHARLES T. DIRRING



Rider C to Purchase and Sale Agreement

SELLER: Ellsworth Village, LLC
BUYER: Charles T. Durring
PROPERTY: Unit 30, 8 Ellsworth Village Road of Ellsworth Village Condominiums
Acton, MA

39. The "Offer to Purchase Real Estate", signed by the parties hereto and dated August 26, 2009 is hereby superseded and shall be of no further force and effect.
40. Without limiting any other provisions of this agreement, the premises shall not be considered to be in compliance with the provisions of this agreement with respect to title unless:
- (a) Title to said premises is insurable, for the benefit of Buyer, by a title insurance company in a fee owners' title insurance policy at normal applicable premium rates in the American Land Title Association form currently in use, subject only to those printed exceptions normally included in said policy and to those allowed in section 4 of this Purchase and Sales Agreement; and
 - (b) Said premises abut a public way, duly laid out and/or accepted as such by the town or city in which premises are located.
41. Any matter of practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association (REBA) at the time for delivery of the deed shall be covered by said title standard or practice to the extent applicable.
42. The Seller represents to the Buyer that, to the best of Seller's knowledge, Seller is not aware of any violations of the state building code (including, without limitation, the structural, plumbing and electrical provisions thereof).
43. Buyer's obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring Buyer's title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which only except real estate taxes not yet due and payable) and those exceptions permitted by Paragraph 4 of the Purchase and Sale Agreement.
44. Notwithstanding the provisions of Paragraph 7 of the agreement, the Seller agrees that the sale proceeds may be held in escrow by the Seller's attorney following the closing for a reasonable period of time, until the deed can be recorded in the appropriate Registry of



Deeds, however, no later than the close of business on the next business day after delivery of the deed.

45. Notwithstanding anything herein to the contrary, in the event of the material damage or destruction of or to the premises by fire, vandalism or other casualty, or in the event of a taking of all or part of the premises by eminent domain, then, at Buyer's option, this agreement may be terminated, and all funds paid hereunder by Buyer shall be immediately refunded to the Buyer, with all interest accrued thereon.
46. Notwithstanding anything herein to the contrary, at the time set for the performance of this agreement, the premises shall be in broom clean condition, free from Seller's possessions and debris.
47. Seller represents that to the best of Seller's knowledge there is no pending litigation against the premises, or against the condominium association.
48. At the time of closing, the Seller agrees to execute any and all documentation reasonably required by Buyer's mortgagee bank, including, but not limited to, mechanic's and materialman's affidavit, UFFI Certification, Smoke Detector Certification, 1099 forms and Compliance Agreements.
49. The Seller represents to the Buyer that the current monthly condominium fee is \$55.00 and that the Seller has not received any notice from the Condominium Trust that there are any pending special condominium assessments.
50. The Seller agrees that between the date hereof and the closing date the Buyer and Buyer's agents shall have reasonable access to the premises for the purpose of showing the unit to mortgage lenders, insurance company agents, for appraisal and similar such purposes, and measurements, provided however that any such access shall be at coordinated through the brokers, upon reasonable notice to Seller. Buyer agrees to indemnify the Seller in connection with any loss, damage or injury incurred as a result of said access.
51. The Buyer's obligations are subject to the Buyer's attorney's review of the condominium documents on or before September 8, 2009 with Seller agreeing to forward said document to Buyer by September 1, 2009.
52. SELLER agrees to assist the BUYER or the BUYER's lender's counsel with such letter or phone calls that the holders of any mortgages may require from the SELLER as a condition to receiving payoff figures or as a condition to paying off such mortgage and any other liens concerning the premises. With respect to any home equity line of credit secured by a mortgage on the premises, the SELLER shall notify the lender thereof to terminate the line of credit at least five (5) days before date for delivery of the deed and to request that such termination be noted in any communication with the BUYER's attorney or the BUYER's lender's attorney.

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53. All notices required or permitted to be given hereunder shall be in writing and delivered by hand or mailed postage prepaid registered or certified mail or by facsimile transmission:

- a. If to Seller, to: Ellsworth Village, LLC
PO Box 985
Acton, MA 01720
- b. With a copy to: Cathleen H. Summers, RN JD
Summers, Summers & Associates, P.C.
179 Great Road, Suite 109
Acton, MA 01720
- c. If to Buyer, to: Charles T. Durring
c/o Charlene Durring
209 Great Road, Unit B-1
Acton, MA 01720

or in the case of either party, to such other address as shall be designated by written notice given to the other party. Any such notices shall be deemed given when so delivered by hand or, if so mailed, when received or when sent by facsimile with acknowledgment of transmission/receipt.

54. MORTGAGE CONTINGENCY. In order to help finance the acquisition of the Premises, the Buyer shall apply for a conventional bank or other institutional mortgage loan of \$60,000, payable in not less than 30 years, at prevailing fixed interest rates, terms and conditions. If, despite the Buyer's diligent efforts, a commitment for such loan cannot be obtained on or before forty five (45) days from the date of the execution of a Purchase and Sale Agreement for the sale of the Buyers' present home, then the Buyer shall have the option of revoking this Agreement by written notice to the Seller and/or the Broker(s), as agent(s) for the Seller, prior to the expiration of such time, whereupon all deposits made by the Buyer shall be forthwith refunded and this Agreement shall become null and void and without further recourse to either party.

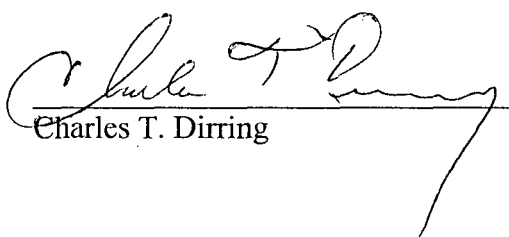
Executed under seal this 26th day of August, 2009.

SELLER:

BUYER:

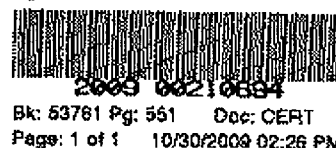
Ellsworth Village, LLC


By: Michael Jeanson, Member


Charles T. Durring

LOCAL INITIATIVE PROGRAM

RESALE PRICE CERTIFICATE



The undersigned Undersecretary of the Massachusetts Department of Housing and Community Development, the successor agency to the Executive Office of Communities and Development, a department duly organized and existing pursuant to Massachusetts General Laws Chapter 23B as amended by Chapter 19 of the Acts of 2007 with all powers of said executive office and department, or the Undersecretary's duly authorized designee, ("the Undersecretary") certifies as follows with respect to a certain deed rider annexed and made part of that certain deed from Ellsworth Village, LLC ("Grantor") to Charles T. Diring ("Grantee") dated _____, recorded with the Middlesex South County Registry of deeds in Book _____ Page _____ (the "deed rider"):

1. The property referred to herein is the Property described in the deed rider. The Property address is 8 Ellsworth Village Road, Unit 30, Acton, MA 01720.
2. The Undersecretary has determined that the Resale Price Multiplier applicable to the Property is 1.66, which shall be used in determining the Resale Price for the Property. (The Resale Price Multiplier equals the original sale price of the Property divided by the area median income for a four-person household.)
3. The Undersecretary has determined that the terms of the purchase money loans for the sale of the Property, namely a 30-year, fixed rate first mortgage loan at 5.75% interest per year with 0 points paid at settlement, is in compliance with LIP requirements.
4. All defined terms used herein shall be defined as set forth in the deed rider unless otherwise defined herein.

Executed as a sealed instrument this 8th day of October, 2009.

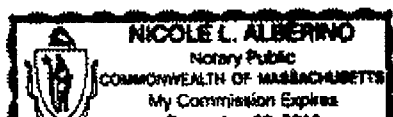
The Undersecretary of the Department of
Housing and Community Development

By: Catherine Racer
Catherine Racer, Associate Director
Duly Authorized Designee

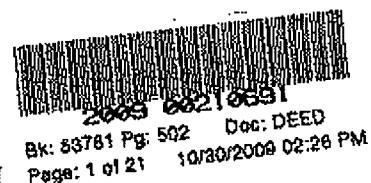
COMMONWEALTH OF MASSACHUSETTS

Suffolk: ss

On this 8th day of October, 2009, before me, the undersigned Notary Public, personally appeared Catherine Racer, the Associate Director of the Department of Housing and Community Development (DHCD) duly authorized designee of the Undersecretary, and proved to me, through satisfactory evidence of identification which was my personal knowledge, that she is the person whose name is signed on the foregoing Resale Price Certificate and acknowledged to me that she signed it voluntarily for its stated purpose and that it is the free act and deed of DHCD.



Nicole L. Alberino
Notary Public
My Commission Expires: 12/20/2013



ELLSWORTH VILLAGE CONDOMINIUM
UNIT DEED

ELLSWORTH VILLAGE, LLC, a Massachusetts limited liability company with a usual place of business at 25 Westford Lane, Acton, Massachusetts

for consideration paid and in full consideration of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS

grant to CHARLES T. DIRRING, an individual of

with QUITCLAIM COVENANTS

A condominium Unit known as Unit 30 (the "Unit") in Building 14 (the "Building") in a Condominium known as Ellsworth Village Condominium, (the "Condominium") situated at 8 Ellsworth Village Road, Acton, Middlesex County, Massachusetts, established pursuant to Massachusetts General Laws, Chapter 183A, as amended, by a Master Deed (the "Master Deed") dated July 20, 2006 and recorded with the Middlesex South District Registry of Deeds ("Registry") in Book 47846, Page 274, as amended of record, together with an undivided 2.632% interest in the common areas and facilities of said Condominium.

The Unit has an address of 8 Ellsworth Village Road, Acton, Middlesex County, Massachusetts 01720.

The Unit is more particularly described (1) in the Master Deed; (2) such site and floor plans as defined in the Master Deed and as have been recorded therewith; (3) in this Unit Deed; and (4) on copies of portions of such site and/or floor plans recorded herewith.

The Unit is conveyed for residential use and for such other uses as may be permitted in accordance with the Master Deed, together with the exclusive right to use the garage, deck, covered porch or covered entry, if any, bearing the Unit Number, as designated on the Condominium Site and Floor Plans and as set forth in Section 9 of the Master Deed.

Return: Blaine J. DeFreitas Esquire
One Pleasant Street
Maynard, MA 01754

MASSACHUSETTS EXCISE TAX
Southern Middlesex District ROD # 091
Date: 10/30/2009 02:28 PM
Clt# 131405 15830 Doc# 00210891
Fee: \$884.00 Cons: \$150,000.00